

INDIAN IDOL - SEASON 6

TERMS AND CONDITIONS GOVERNING PARTICIPATION IN INDIAN IDOL – SEASON 6 (These “TERMS AND CONDITIONS”)

1. Definitions

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| “Show” | Indian Idol – Season 6, 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. |
| “Channel” | The Channel ‘Sony Entertainment Television’ which is owned by the Company |
| “Company” | Multi Screen Media Private Limited (‘MSM’) and/or its affiliates, the “Organizers” of the Show. |
| “Registrant(s)” | Any person who registers to participate in the Show via any medium advertised by the Organizers 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, the Piano Rounds, the Spectaculars and/or the Final. |
| “Designated Week(s)” | Any of the weeks designated for the Piano Rounds. |
| “Judges” | Such person(s) as the Organizer(s) may nominate from time to time to assist them in selection of the Indian Idol in various rounds of the Show. |
| “Producer” | Fremantle India Television Productions Private Limited (“Fremantle”) & any production company appointed by Multi Screen Media Private Ltd. and/or its affiliates (“MSM”). |
| “Organizers” | The Channel and the Producer for the Show |
| “Kidnapee Auditions” | The process of shortlisting the Kidnapee for the Main Auditions. |
| “Kidnapee” | Any person nominated by the Kidnapper to participate in the Show by the modes of registration available to enter the Show. |
| “Kidnapper” | Any person who nominates a Kidnapee to participate in the Show by the modes of registration available to enter the Kidnapee Auditions . |
| “Auditions” | The auditions taking place in Kolkata, Delhi, Mumbai, Lucknow, and Ahmedabad or such other place and/or location as may be designated by the Organizers. |

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|---------------------------------------|--|
| Mini Auditions” | The walk in auditions taking place in Rajkot,Amritsar, Jaipur, Aurangabad, or such other place and/or location as may be decided by the Organizers |
| “Participant(s)” | The Registrant(s) who is selected for participation in the Auditions |
| “Release Form(s)” | Any release form supplied from time to time by the Organizers and which Participants are required to sign in connection with the Show. |
| “Spectaculars” | Any of the weeks during which the Spectaculars (defined in clause 9) will run. |
| “The Final 120 Participant(s)” | The approximate number of Participants to be invited to participate in the Theatre Audition Round. |
| “The Final 15 Participant(s)” | The number of Participants to be invited to participate in the Piano Round. |
| “The Final 10 Participant (s)” | The number of Participants selected to participate in the Spectaculars. |
| “The Finalist(s)” | The three (3) Participants selected to participate in the Final round. |
| “Terms and Conditions” | These Terms and Conditions governing the Show, stated herein in entirety , as may be amended from time to time |
| “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 part of the Show promos of the Showtakes place. |
| “The Piano Round” | Any of the weeks as may be designated by the Organizers as the Piano Rounds. |
| “The Wildcard RoundRound” | A Piano Round designated by the Organizers as the Wildcard Round comprising of any (12) twelve Participants as may be selected by the Organizers.. |
| “The Winner” | The Participantwho wins the Show . |
| “Theatre | The round following the Auditions, to take place in Mumbai or |

Audition Round” such other place and/or location as may be designated by the Organizers.

2. Entry Procedures to the Show

- 2.1 Registration for participation in the Show shall be open on February 16, 2012* at 12:00:00hrs** on the following 3 platforms:
- 2.1.1 Online
 - 2.1.2 IVR
 - 2.1.3 SMS
- 2.2 The Registerants shall fulfil the following criteria:
- 2.2.1 The Show is open to individuals aged between 16 and 30 as on February 16, 2012. Registrants aged 18 or under must ensure their application and any Release Form, is reviewed, approved and signed by a parent or legal guardian.
 - 2.2.2 Citizens of India or elsewhere holding valid proof to this effect which shall include Passport issued by Government of India.
 - 2.2.3 ***People of Indian Origin resident in India, Canada and the United KingdomCitizens of Canada and UK(**for Online participation only**)
 - 2.2.4 Person of sound mind
 - 2.2.5 Persons who have not qualified until the Piano Round of the previous seasons of Indian Idol.
- 2.3 The promotions will be aired on the Channel inviting all viewers to register for the Show. Detailed timelines for registration are as below:

(a) SMS/ IVR Participation

| Location | Audition Date | | Lines Open- SMS/IVR | | Lines Close- SMS/IVR/ | |
|-----------|---------------|-----------|---------------------|----------|-----------------------|----------|
| | Start date | End date | Date | Time | Date | Time |
| Kolkata | 23-Mar-12 | 24-Mar-12 | 16- Feb-12 | 12:00:00 | 19-Mar-12 | 23:59:59 |
| Delhi | 30-Mar-12 | 31-Mar-12 | 16- Feb-12 | 12:00:00 | 14-Mar-12 | 11:59:59 |
| Lucknow | 05-Apr-12 | 05-Apr-12 | 16- Feb-12 | 12:00:00 | 01-Apr-12 | 23:59:59 |
| Ahmedabad | 09-Apr-12 | 09-Apr-12 | 16- Feb-12 | 12:00:00 | 05-Apr-12 | 23:59:59 |
| Mumbai | 18-May-12 | 19-May-12 | 16- Feb-12 | 12:00:00 | 01-May-12 | 23:59:59 |

(b) ONLINE PARTICIPATION for Citizens of India

| Location | Audition Date | | Lines Open- (Online (Citizens’s of India) | | Lines Close-((Online (Citizens’s of India) | |
|-----------|---------------|-----------|---|----------|--|----------|
| | Start date | End date | Date | Time | Date | Time |
| Kolkata | 23-Mar-12 | 24-Mar-12 | 16- Feb-12 | 12:00:00 | 19-Mar-12 | 23:59:59 |
| Delhi | 30-Mar-12 | 31-Mar-12 | 16- Feb-12 | 12:00:00 | 14-Mar-12 | 11:59:59 |
| Lucknow | 05-Apr-12 | 05-Apr-12 | 16- Feb-12 | 12:00:00 | 01-Apr-12 | 23:59:59 |
| Ahmedabad | 09-Apr-12 | 09-Apr-12 | 16- Feb-12 | 12:00:00 | 05-Apr-12 | 23:59:59 |
| Mumbai | 18-May-12 | 19-May-12 | 16- Feb-12 | 12:00:00 | 01-May-12 | 23:59:59 |

(c) ONLINE PARTICIPATION-People of Indian Origin resident in Canada and the United Kingdom

| Location | Audition Date | | Lines Open- Online | | Lines Close- Online | |
|----------|---------------|-----------|--------------------|----------|---------------------|----------|
| | Start date | End date | Date | Time | Date | Time |
| Mumbai | 18-May-12 | 19-May-12 | 23-Mar-12 | 12:00:00 | 30 Apr-12 | 23:59:59 |

(d) MTS Golden Audition Week:

- (i) Only the subscribers of MTS/Mblaze users will be entitled to register for participation in the Show between **08th May, 2012 and 14th May, 2012** by way of SMS and Online Submissions.
- (ii) The process for registration by way of SMS shall be as specified in 2.7 below.
- (iii) The process for On line registration shall be the same as specified in 2.9 below; for the “Golden week”, users using MTS MBlaze dongles can upload their videos directly on Myindianidol.com, for other users they can visit the MTS branded retail stores for the purpose of uploading their recorded Audition Video. The information about the MTS branded retail stores can be found on www.myindianidol.com or Mtsindia.in/goldenweek or by calling on 955 for MTS users or 1800 2000 100 for other non-MTS users.
- (iv) The Organizers shall have the complete discretion to call such number of participats as it deems appropriate for the purpose of Auditions.
- (v) All other terms of the present Terms & Conditions shall be applicable for the MTS subscribers participating in the MTS Golden Audition Week.

2.4 The IVR calls / SMS / Online 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) in order to be considered as a valid entry (“**Valid Entry/ies**”).

2.5 The cellular/landline number from which the registration is received will be used as unique identification number received to identify the Registrant. Each Registrant may submit multiple entries. Valid Entries shall only be considered for the random selection process for the specific audition location

2.6 To participate in the Show, the Registrant has to send the Entry to the number prescribed in the grid below and as stated in the promotions of the Show:

| Dial- in Number to be used for Registration | | | |
|--|----------------------------|-------------------------|------------|
| Mode of participation | BSNL landline subscribers* | BSNL mobile subscribers | All others |
| IVR | 5052525 | N/A | N/A |

| | | | |
|-----|----|-------|-------|
| SMS | NA | 52525 | 52525 |
|-----|----|-------|-------|

**BSNL landline subscribers in Rajasthan & Punjab need to call on 1255525 to participate /send in their entry.

- 2.7 How to answer through SMS?
- 2.7.1 The Viewer is required to send the SMS in the following format : IDOL<Space>(age)<space>(gender)<space>(audition location). For instance, if a 25 year old male registrant wishes to audition at Mumbai, he will need to send the following message “IDOL 25 M MUM”
- 2.7.2 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
- 2.7.3 In case of error in SMS format, the response message will read on the lines of “Invalid entry”.
- 2.7.4 For “Golden week” auditions, MTS subscribers are required to send their SMSs in the following format IDOL<space>(age)<space>(Gender) and send it to 52525 for instance if a 25 year old male registrant, he will need to send the following message “IDOL 25 M” to 52525
- 2.7.5 The acknowledgement message for entries sent in the prescribed format will read on the lines of as “Thank you for registering for Indian Idol – Season 6. If shortlisted, the Indian Idol team will contact you. Terms and conditions on www.myindianidol.com. Upto Rs3/- per SMS.”
- 2.7.6 Roaming rates may apply and Registrant should contact the telecom service provider for the applicable rates.
- 2.7.7 Invalid entries will also be charged.
- 2.8 How to answer through IVR?
- 2.8.1 Call on 5052525. The IVR will welcome the Registrant and asked for preferred language option which is press 1 for English and 2 for Hindi. BSNL landline subscribers in Rajasthan and Punjab can call on 1255525.
- 2.8.2 The Registrant will be asked to enter his/her agreement to the terms and conditions uploaded on the website www.myindianidol.com. 1 for agreement, 2 for refusal.
- 2.8.3 The Registrant will be asked to choose his/her preferred audition city as follows:
- 2.8.3.1 1 for Kolkata
- 2.8.3.2 2 for Delhi
- 2.8.3.3 3 for Lucknow
- 2.8.3.4 4 for Ahmedabad
- 2.8.3.5 5 for Mumbai
- 2.8.4 The Registrant will be asked to enter age in completed years as on February 16, 2012 (for e.g. if a person is 25 years and 11 months old, they will have to enter 25)
- 2.8.5 The Registrant will be asked to enter gender (1 for male and 2 for female)

2.8.6 And the call will end with a thank you note / play back option.

2.8.7 Thank you message will be played. Roaming rates will also apply and Registrant should contact their respective telecom service provider(s) for the applicable rates.

2.8.8 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 will be asked to confirm his/her entry or re-enter his /her response. If a Registrant does not confirm the answer entered by him/her the second time, termination message will be played and the call will end.

2.9 **How to enter the Show online**

2.9.1 For Indian Registrants

- Registrant to log on to www.myindianidol.com
- Registrant to enter the following mandatory information
- Name
- Contact number
- E mail id
- Preferred audition location
- Age (as on February 16, 2012)
- Gender
- Why should I be chosen as Indian Idol?(within 160 characters)

2.9.2. How to enter the Show online (People of Indian Origin resident in Canada and the United Kingdom)

- Registrant to log on to www.myindianidol.com
- Registrant to enter the following mandatory information
- Name
- Contact number
- E mail id
- Country
- Age (as on February 16, 2012)
- Gender
- Why should I be chosen as Indian Idol?(within 160 characters)

The Registrant must then check the box that signifies his/her agreement with the Terms and Conditions governing the Show

2.9.3. The Registrant shall then upload a video of him/her singing as per the following specifications (“**Audition Videos**”):

| | |
|------------|-------|
| Video size | 30 MB |
|------------|-------|

| | |
|--------------|---|
| Video format | Mov .avi .mp4 .mpeg .flv, .3gp .wmv |
|--------------|---|

2.9.4. Audition Videos must conform to the requirements:

- 2.9.4.1. Performance must be a cappella (no instruments or backing track)
- 2.9.4.2. Audition Videos must have been recorded within the past two (2) months and should not be digitally enhanced or distorted
- 2.9.4.3. Audition Videos must only contain the Registrant and no other member.
- 2.9.4.4. 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.
- 2.9.4.5. 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.
- 2.9.4.6. Audition Videos must NOT contain derogatory references to the Producer, the Company, the Channel, etc.
- 2.9.4.7. Audition Videos must NOT include any third party trademarks, logos, insignia, location signage, etc.
- 2.9.4.8. Songs in the Audition Videos should be in Hindi only
- 2.9.4.9. A Registrant can upload only one video for Registration.
- 2.9.4.10. 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.
- 2.9.4.11. 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)
- 2.9.4.12. Organizers will be given the undisputed right to use the Audition Videos uploaded by the Registrant 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 and any moral right of the Registrants in the Audio Videos so uploaded shall stand waived in favour of the Organizers and the Registrants shall lodge any claim or protest in any Court or any

- other forum against the Organizers for any use as aforementioned in respect of the Audition Videos.
- 2.9.4.13. 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 S&P standards as per the Programming Code in the MIB Advisory.
- 2.9.4.14. All Audition Videos shall be internally evaluated and selected by the Organizer's creative team. The Organizer is not liable to disclose its scoring / selection process and will not entertain any questions with respect to the same.
- 2.9.4.15. Registrants that are selected via the online medium 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.
- 2.9.4.16. 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.
- 2.9.4.17. By submitting the Audition Videos, the Registrant 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 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.
- 2.9.4.18. 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.
- 2.9.4.19. The Registrant 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 Registrants's ability to participate in the Online registration.

2.9.4.20. Registrants agree to abide by the terms and conditions specified herein and shall be abiding by the laws of India.

2.9.4.21. All cost incurred for participating in Auditions is to be solely borne by Registrants.

2.9.4.22. The Audition process may take more than one day, and the Participants 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 Participant only.

2.9.4.23. All necessary visas and work permit should be obtained by the Registrant and the Organizers shall not be held responsible if the shortlisted Registrant is not able to participate in the Auditions or any further rounds of the Competition because of issues in the work permit.

2.9.4.24. No claims will be accepted for any loss in earnings on account of travel for this show

2.9.4.25. Tax on earnings will be as per the Income Tax Act in India only.

2.9.5. In the event the Registrant is selected for the Auditions through Online Registrations, the Organizers will ask the Registrants to carry with them the following documents:

2.9.5.1. For valid name proof

If the person is Indian Citizen resident in India or any where then any of the following:

(any one of the following):

PAN Card along with Birth certificate

Passport

Voter ID or

Driver's License

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

A month old Landline Phone / Electricity Bill

Passport

Voter ID

Driver's License or

Ration card

If the person is Person of Indian Origin (PIO) residing in Canada or the United Kingdom (UK) PIO card (person of Indian Origin) as his Identity proof alongwith his Canadian or UK passport

3. How to enter the Show through Kidnap Auditions

3.1. The online submission (referred to as "**Entry for Kidnap Auditions**") for participating should have been completed on or before closing of registration

in order to be considered for evaluation. The registration timelines for Kidnapee Auditions are as follows:

| Location | Audition Date | | Lines Open Kidnapee Auditions | | Lines Closed Kidnapee Auditions | |
|-----------|---------------|-----------|-------------------------------|----------|---------------------------------|----------|
| | Start date | End date | Date | Time | Date | Time |
| Kolkata | 23-Mar-12 | 24-Mar-12 | 10-Mar-12 | 12:00:00 | 19-Mar-12 | 23:59:59 |
| Delhi | 30-Mar-12 | 31-Mar-12 | 10-Mar-12 | 12:00:00 | 26-Mar-12 | 23:59:59 |
| Lucknow | 05-Apr-12 | 05-Apr-12 | 10-Mar-12 | 12:00:00 | 01-Apr-12 | 23:59:59 |
| Ahmedabad | 09-Apr-12 | 09-Apr-12 | 10-Mar-12 | 12:00:00 | 05-Apr-12 | 23:59:59 |
| Mumbai | 18-May-12 | 19-May-12 | 10-Mar-12 | 12:00:00 | 01-May-12 | 23:59:59 |

3.2. Kidnapee registrations through online medium:

3.2.1. Kidnapper to log on to www.myindianidol.com

3.2.2. Kidnapper to enter the following mandatory information (about himself / herself)

3.2.2.1. Name

3.2.2.2. Contact number

3.2.2.3. E mail id

3.3. Kidnapper to enter the following mandatory information about Kidnapee

3.3.1. Name

3.3.2. Contact number

3.3.3. E mail id

3.3.4. Preferred audition location

3.3.5. Age (as on February 16, 2012)

3.3.6. Gender

3.4. The Kidnapper must check the box that signifies his/her agreement with the Terms and Conditions governing the Show.

3.5. The Kidnapper must check the box that signifies his/her agreement that the above information (in 2.10.2.2 & 2.10.2.3) is correct.

3.6. The Kidnapper shall then upload a Audition Videos of the Kidnapee singing as per the following specifications:

| | |
|--------------|---|
| Video size | 30 mb |
| Video format | Mov .avi .mp4 .mpeg .flv, .3gp .wmv |

3.7. Audition Videos for Kidnappee must conform to the following requirements:

- 3.7.1. Performance must be a cappella (no instruments or backing track)
- 3.7.2. Kidnappee Audition Videos must have been recorded within the past two (2) months and should not be digitally enhanced or distorted
- 3.7.3. Kidnappee 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.
- 3.7.4. Kidnappee 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.
- 3.7.5. Kidnappee Audition Videos must NOT contain derogatory references to the Producer, the Company, the Channel, etc.
 - 3.7.5.1. Kidnappee Audition Videos must NOT include any third party trademarks, logos, insignia, location signage, etc.
 - 3.7.5.2. Kidnappee Audition Video should be in Hindi only
 - 3.7.5.3. All videos, audios, pictures and other text material uploaded by the Kidnapper(s) should be original and should not attract any copyright issues/ claims by any other individual/ party. Organizers will have no liability in the event of a copyright or any other claim being brought out against any of the submitted performances Kidnapper.
- 3.7.6. Organizer will not be liable or held responsible in case of any disputes / copyright issues with respect to the videos submitted by the Kidnapper(s).
- 3.7.7. Organizer will be given the undisputed right to use the videos submitted by the Kidnapper and to cut / edit / alter the same to suit its use in promotion of the Show and / or post it on its website.
- 3.7.8. Organizer has the right to reject posting of the Kidnappee Audition Video 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 Kidnappee Audition Video does not meet the S&P standards as per the Programming Code in the MIB Advisory.
- 3.7.9. All Kidnappee Audition Videos shall be internally evaluated and selected by the Organizer's creative team. Organizers is not liable to

disclose its scoring / selection process and will not entertain any questions with respect to the same.

- 3.7.10. Kidnapees that are selected via the Kidnappee Auditions shall have the opportunity to perform in front of the Jury at the auditions. However, Organizers has the right to make alterations to the same based on their creative needs.
- 3.7.11. Post selection, the Kidnappee shall be informed by the Organizers and the time and place for the next round of Auditions will be communicated to the Kidnappee.
- 3.7.12. Organizers will not be responsible for 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.
- 3.7.13. By submitting the Kidnappee AuditionVideo, the Kidnapper hereby grants to the Organizer, 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 Kidnappee AuditionVideo 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 derivative works thereof), and (ii) the business of the Organizers 's 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 Producer and/or 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 Kidnapper and the Kidnappee.
- 3.7.14. 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 the Organizers entities reserve the right to seek damages to the fullest extent of the law.
- 3.7.15. The Kidnapper 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 the Organizers Entities or otherwise, that may limit a Kidnappee's ability to participate in the Kidnappee Auditions

3.7.16. Inform Kidnappee about Audition shortlisting:

3.7.17. The shortlisted Kidnappees will be called-back by telephone on the number provided during Registration. The shortlisted Kidnappees will receive calls from the Organizers and the shotlisted Kidnappees must confirm the details required by the Organizers immediately. The Organizers will ask the Kidnappee to confirm if he/she wants to participate in the Show. If the required details are not provided immediately by the Kidnappee or if the Organizers are not able to procure confirmation of the Kidnappee, shall lead to disqualification of such Kidnappee from the selection process.

3.7.18. Organizers are not responsible if the call-back is not successful due to including but not limited to the following reasons:

- Line being busy
- Congestion on the network
- No answer received
- Poor call conditions / unclear reception
- Number engaged
- Call drop
- Other reasons that could render a call unsuccessful or terminate it.

3.7.19. The Organizers shall not be liable in the event the Kidnappee is not able to participate in the following rounds of selection due to any delay or non receipt of such call back to the Kidnappee.

3.7.20. Company and/or its authorized agents, affiliates and representatives will use their reasonable efforts to contact the selected Kidnappee, but will not be responsible or liable in any way whatsoever if the Kidnappees cannot be reached again in the event the call gets dropped or disconnected.

3.7.21. The Organizers will notify Audition details to the Kidnappee by telephone or any means as the Organizers deem fit and will confirm their details (age & gender) before proceeding further.

3.7.22. The Organizers will inform the Kidnappee about the Audition date and venue and will confirm his /her availability on the Audition dates. In the event the Kidnappee is not available on those dates, the Kidnappee will not be permitted to continue with the registration process. The Organizers will also provide the Kidnappee with the an endorsement from the Organizers that the Kidnappee will have to provide during his/her registration at the Audition location.

3.7.23. In the event the Kidnappee is available, the Organizers will ask the Kidnappee to carry with them the following documents:

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

- PAN Card along with Birth certificate
- Passport
- Voter ID or
- Driver's License

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

- Landline Phone / Electricity Bill
- Passport
- Voter ID
- Driver's License or
- Ration card

3.7.24. 1 passport size photograph plus 1 full length and 1 frontal photograph

3.7.25. The Kidnappee 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.

3.7.26. Kidnappee will be invited to attend at a location and time specified by the Organizer . It is anticipated that the Auditions will take place in Kolkata, Delhi, Mumbai, Ahmedabad and Lucknow or such other place and/or location as may be designated by the Organizer.

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

3.7.28. 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 CompanyFremantleMedia, and immediate family members of such employee(s) as may be determined by the Organizer's 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 (c) sponsors of the Show

Entries through Mini Auditions

The Organizers shall at its sole discretion conduct walk in auditions at the below mentioned centres. :

| Location | Audition Date | |
|------------|---------------|--------------|
| | Start date | End date |
| AMRITSAR | 11 – Mar-12 | 11 – Mar-12 |
| JAIPUR | 18- Mar- 12 | 18- Mar- 12 |
| RAJKOT | 15 – Apr-12 | 15 – Apr-12 |
| AURANGABAD | 22- Apr 12 | 22- Apr - 12 |

4. Randomization process:

- 4.1 All Valid correct Entries will be selected for randomization by the software.
- 4.2 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.
- 4.3 The shortlisting of Valid Entries for the First Round by the randomizer will use the pre-defined reservation criteria on reasonable endeavours basis.
- 4.4 There is no weightage allocated to entries received via SMS, IVR and online for shortlisting Registrant(s).
- 4.5 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.
- 4.6 Inform Registrant about Audition shortlisting
- 4.7 Valid entries as decided by the Organizers from the Registrants received from SMS/ IVR / Online platform will be informed by SMS &/or Out bound dialer call on the number used for registration as per the details available with the Organizers.
- 4.8 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.
- 4.9 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
- 4.10 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 shall not and waives any right to question the selection process, non selection of the Registrant and/or the selection of any other Registrant.
- 4.11 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. Registrants are requested to use phone numbers which are unique to them and where they do not foresee such difficulties.
- 4.12 Persons must enter the Program on their own behalf and registration by proxy will not be accepted, even for their immediate family members. An entry is not transferrable.
- 4.13 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:
 - Line being busy
 - Congestion

- No answer received
 - Poor call conditions / unclear reception
 - Number engaged
 - Call drop
 - Other reasons that could render a call unsuccessful or terminate it.
- 4.14 MSM and its agents, affiliates and representatives will use their best efforts to contact the selected Registrants, but will not be responsible or liable in any way whatsoever if the Registrants cannot be reached by SMS and by Out bound dialer call 2 attempts each made by the Company.
- 4.15 The Company will attempt to inform the Registrant about his/her selection atleast 2 days prior to the audition for which he/ she has been shortlisted.
- 4.16 In the event the Registrant is not available on the defined audition dates, the Registrant will not be permitted to change his / her audition location.
- 4.17 Post submission of the entry via SMS or IVRS, the Registrant(s) will not be permitted to modify / alter / change any details submitted.
- 4.18 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 selected Registrants, but will not be responsible or liable in any way whatsoever if the Registrants cannot be reached again in the event the call gets dropped or disconnected.
- 4.19 the Registrants (IVR/SMS) need to carry with them the following documents:
- 4.20 For valid name proof (any one of the following):
- PAN Card along with Birth certificate
 - Passport
 - Voter ID or
 - Driver's License
 -
- For Valid address proof (any one of the following):
- Landline Phone / Electricity Bill
 - Passport
 - Voter ID
 - Driver's License or
 - Ration card

- 1 passport size photograph plus 1 full length and 1 frontal photograph
- The Registrants 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.

4.21 Registrants will be invited to attend at a location and time specified by the Organizers. It is anticipated that the Auditions will take place in Kolkata, Delhi, Mumbai, Ahmedabad and Lucknow or such other place and/or location as may be designated by the Organizers.

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

4.23 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.

5. Telephony

5.1 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).

5.2 In the event is it 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.

5.3 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).

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

5.5 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.

5.6 Organizers and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Registration entries.

5.7 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.

6. Auditions

6.1 The Participants will have to be present at the allotted Audition venue on the date and time allotted to such respective Participants alongwith the

documents and photographs required (both in original and attested photocopy). The Participant 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..

6.2 If the Audition dates are during school term times, it is your responsibility to obtain confirmation of authorised leave of absence during school term times from your school and/or local authority. The Organizers will not be liable where the Participants does not obtain such authorisation.

6.3 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.

6.4 Organizers may also allow / accommodate unregistered Participants to perform at the main Auditions at its own discretion.

6.5 The doors for the auditions will be between 08:00 a.m. and 04:00 pm or at such time as the Company may decide in its sole discretion. Late entrants may stand disqualified from the Audition process at the discretion of Company.

6.6 Each Participant will be provided a unique registration number, which he/she must carry with him/her at all times while at the Audition. Each Participant 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 participate in the Auditions. Organizers's authorized representatives will have the final right to refuse registration/eligibility at their sole discretion.

6.7 Subject to completion of formalities as prescribed by Organizers , the Participants will have to go through (2) two rounds:

6.7.1 Pre – casting: where the Participant will be taken to a room and asked to sing in front of the casting crew. If the Participants fail to get selected in the Pre-casting round, then he/she shall be disqualified from further participation in the Show.

6.7.2 Jury round: Post selection in the pre-casting round, the Participant will be taken to sing in front of the Judges forming a part of a Jury

6.8 The number of Participants to be selected shall be at the sole discretion of the Organizers.

6.9 Based on the Organizers 's requirement and creative discretion, the final selection of The Final 120 Participant(s) for the next round of the Show will be made from amongst the shortlisted pool of Participants at the Jury round.

6.10 All Participants shall maintain the decorum of the Audition venue and shall abide by the Terms and Conditions thereof. Further, the instructions of the Organizer's shall be adhered to strictly. Any Participant 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.

- 6.11 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.
- 6.12 The decision of the Organizers in connection with the Audition including but not limited to short listing the Participants 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.
- 6.13 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.
- 6.14 Participant (s) can make it only once to the Audition round of the Show across all the Episodes of the Show. Any Participant who has made it once to the Audition round of the Show, he/she will not be eligible to participate further in the Show.
- 6.15 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.
- 6.16 The 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 take part in the Audition or Show in accordance with any of the foregoing provisions.
- 6.17 All cost incurred for participating in Auditions is to be solely borne by Participants.
- 6.18 The Judges of the Show may or may not be present at the Audition centres of the Audition.
- 6.19 If a Participant is unable to appear for the Audition at the stipulated venue and time, he/she shall be disqualified from further participation.
- 6.20 Organizers shall not entertain any request by the Participants for change in the dates and venues of Audition.
- 6.21 The Audition process may take more than one day, and the Participants 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 Participant only.
- 6.22 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.
- 6.23 For purposes of Auditions, the Participants can either come alone, or at best be accompanied by ONE other person, who cannot be a member of the media, but under no circumstance will any person other than Participant will be allowed to enter the venue.
- 6.24 Cameras and photography by the Participant will not be permitted at the Audition or the Shoot venues.

6.25 The Participant(s) understands that getting shortlisted in the Audition is only a preliminary step towards further participation in the Show and it shall be the absolute and sole discretion of the Organizers to allow participation based on creative requirements.

6.26 All Auditions will be subject to such timing stipulations and requirements as may be determined by the Organizers makes no representations, warranties nor provides any undertaking to any of the Participant that any or all of the Participant 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 Participants in the event that the Organizers is not able to permit the Participants to perform or audition in accordance with any of the foregoing provisions.

6.27 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 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.

6.28 Following are the dates and venue details for Mini Auditions

| Date | City | Name of Auditorium | Venue Address* |
|-------------|-------------|--|--|
| 11-Mar-12 | Amritsar | Khalsa College , G.T.Road , Amritsar - 143001 , India . | Khalsa College , G.T.Road , Amritsar - 143001 , India . |
| 18-Mar-12 | Jaipur | Sanskar School , 117- 121, Vishwamitra Marg,Defence Colony,Hanuman Nagar Ext.,Sirsi Road, Jaipur- 302012 , Rajasthan , India . | Sanskar School , 117- 121, Vishwamitra Marg,Defence Colony,Hanuman Nagar Ext.,Sirsi Road, Jaipur- 302012 , Rajasthan , India . |
| 15-Apr-12 | Rajkot | Atmiya College , Yogidham Gurukul , Kalawad Road , Rajkot - 360005 , Gujarat , India . | Atmiya College , Yogidham Gurukul , Kalawad Road , Rajkot - 360005 , Gujarat , India . |
| 22-Apr-12 | Aurangabad | Deogiri College , Deogiri College Campus , Railway Station Road , Aurangabad - 431005 ,Maharashtra , India . | Deogiri College , Deogiri College Campus , Railway Station Road , Aurangabad - 431005 ,Maharashtra , India . |

* Organizers shall have the right to alter/change the venue of the auditions at its sole discretion.

7. Information

7.1 Participant 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. The Participant is also supposed to furnish 1 passport size photograph plus 1 full length and 1 frontal photograph at the registration desk.

7.2 Organizers may, at its discretion contact the Registrant(s) and/or Participant(s), if required, for any clarifications needed for the information provided in the registration.

7.3 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.

7.4 In case there is any mismatch of Participant(s) details in any round of the Show, the Participant(s) may be disqualified from further participation in the Show, if Participant is unable to resolve discrepancies.

7.5 All personal details and information requested by and supplied to the Organizers by each Participant 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 Participant (s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.

7.6 If at any time, including after disbursement of prize, any information submitted by the Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant (s) shall be liable to refund all amounts received from the Organizers

7.7 Organizers may use the information provided by the Participant(s) to verify age and identity and to carry out background checks with law enforcement and government agencies of the Participant(s). Organizers may share the Participant's's information as part of the selection process and in connection with the production and promotion of the Show.

7.8 Organizers shall keep all the information collected from the Participants confidential and shall share the same with the Organizers for the purpose of inviting the Participants, if selected. Organizers shall ensure that the Participants 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 Participant'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.

8. Shortlisting

8.1 Apart from the Registrant(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.

8.2 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.

8.3 The Organizers also reserves the right to increase or decrease the ratio of the Participants 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.

8.4 The Participant(s) understand that their selection will be based on a randomizer and selection software.

8.5 The Organizers will not entertain and permit the Participant(s) or any of their representatives to check / audit / challenge the logic of the randomizer or selection software.

8.6 The Organizers may in its sole discretion exclude a Participant 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 unfit to participate therein; (ii) inability to produce documentation specified by the Organizers proving the identity of the Participant; (iii) any other reason that, at the discretion of Organizers, would adversely impact the Company, Channel or Show.

8.7 At no point of time will the Organizers be obliged to notify unsuccessful Registrant(s) of its decision.

8.8 Whilst the Organizers shall make all reasonable endeavours to (i) enable Participant(s) to proceed with the Show (ii) to contact all Participant(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 Participant(s).

8.9 The Organizers will have no liability to a Participant who 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.

8.10 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 shall agree to participate in the Show as and when required by the Organizers to do so.

8.11 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 Participants as it in its absolute discretion deems necessary.

8.12 No enquiries, appeals, verbal or written, shall be entertained in this regard.

8.13 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 selection process, Organizers may have to continue

with whatever data is available, or in any other manner as it may deem reasonable.

9. The Theatre Audition Round

9.1 The Final 120 will be invited to participate in the next round of the Show to be held in Mumbai in May 2012

9.2 The Participants will be invited 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 Participants to perform individually the whole or part of a song in Hindi of the Participant's own choice.

9.3 As soon as reasonably practicable following completion of the Theatre Audition Round, the Participants who have been selected by the Judges to be one of the Final 15 and going through to the Piano 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.

10. The Piano Rounds

10.1 The Final 15 will be divided at the Organizers discretion into groups. It is anticipated that each group for the purposes of training and recording the Show will be required to participate for one of the following Designated Weeks during [June 2012] to [July 2012]. ("the Designated Weeks")

10.2 Of the Final 15, the Final 10 will be chosen to proceed to the next round i.e. Spectaculars. Of the Final 10 selected, the top 9 are shortlisted by the Jury. From the remaining (6) Participants, 1 Participant will be shortlisted on the basis of public voting. 10 shortlisted Participants will make it to the next round. In the event of a tie on account of public voting, verdict of the Jury will prevail and shall be final and uncontestable.

10.3 The Organizers shall at its sole and absolute discretion select any 10 Participants (the "Wildcard Participant") who have participated in the Piano Rounds to perform at the Wildcard Round and it is anticipated that the Wildcard Participant will be required to participate on such dates as may be designated by the Organizers.

11. Speaking to the media and third persons

11.1 None of the Participants 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 Participant(s) shall not disclose any information whatsoever relating to the Organizers to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation.

11.2 The Participant(s) shall at all times keep confidential the selection process and all details regarding the Show including Audition which he/she might be informed of or which he/she might learn or come to know of as a Participant(s) or as a short listed potential candidate.

12. The Spectaculars

12.1 The Final 10 (or designated otherwise) will go through to the Spectaculars. It is anticipated that the Spectaculars will tentatively run over the course of [twelve (12) weeks from July 2012 to September 2012.

12.2 Each Spectacular will culminate in the recording of a recorded Show, following which one Participant (per Spectacular each week) will be eliminated by public vote until only 3 (three) Participants – the Finalists – remain in the Show..

12.3 At the end of the last Spectacular, the Organizers will notify each Finalist of the song they will be required to perform in the Final. The Finalists may be required to keep the choice of song confidential.

12.4 The Organizers shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the Participant(s) and one companion who have confirmed attendance with the Organizers. The travel and stay arrangements will be made as per the Organizers' discretion and any request in this regard by the Participants shall not be entertained. However, in case of Participant(s) residing in Mumbai the Organizers shall not be responsible for making any accommodation arrangements.

13. The Finals

13.1 It is anticipated that recording of the Finals will take place tentatively around [August 2012 – September 2012]. The selection of the winner of Indian Idol will be made by public vote .

13.2 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 Participant / Viewer with any reason for the same.

14. Intellectual property rights and access to personal information

14.1 On request of the Organizers, the Participant(s) shall also make arrangements for the Organizers 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.

14.2 As part of Participants' contribution to the Show, the Organizers may request 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'. It is a further condition of entry and participation in the Show that Participant(s) ensure and procure from any and all Contributors their agreement and execution of the Release Form as devised from time to time by the Organizers.

14.3 The Winner(s) of the Show agrees that he/she 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 money payable to the Winner(s). Further, the Winner(s)/Participant(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Organizers. The Winner(s)/Participant(s) agrees that the

footage of any nature shall vest with the Organizers, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.

14.4 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 Participant(s) shall ensure that the photos or videos 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 Participant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.

14.5 Acceptance of these Terms and Conditions by the Participants constitutes permission for the Organizers its affiliates and Organizers to click photographs, record videos of the Participant(s) and use the Participant(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.

15. General Rules of the Show

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

15.2 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 . Any person claiming otherwise is defrauding/misleading you.

15.3 The Piano round finalists of previous seasons of Indian Idol will not be allowed to participate in the Audition for Indian Idol – Season 6.

15.4 Persons must enter the Show on their own behalf and entry(ies) by proxy will not be accepted, even for their family members.

15.5 An entry/ies is not transferrable.

15.6 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 Participant incase a discrepancy is found to exist in the information furnished/provided/stated by the Participant 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.

15.7 The Participant(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.

15.8 The Participant(s) shall undertake, warrant and guarantee to the Organizers that the Participant has the full legal capacity to participate in the Show in accordance with these Terms and Conditions..

15.9 By registering for the Show, the Participant(s) represents that he/she is medically fit and do not have present or past psychological ailments. If in the past he/she 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 in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Show.

15.10 It is a condition of entry and participation in the Show 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.

15.11 Each Participant 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. Participants are also not permitted to wear or mention any competing TV channel names, or names of competitors of sponsors of the Show.

15.12 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.

15.13 The Participant(s) represent that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Organizers in writing. 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).

15.14 The Participant(s) acknowledges that he/she has voluntarily chosen 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. In case the Participant(s) are under the age of 18, a letter of consent needs to be submitted by the parent, or legal guardian.

15.15 Participant(s) will not be confirmed as Participants 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 Participant(s) to be medically fit for participation. Nevertheless the final decision regarding their participation in the Studio Part of the Show rests entirely with the Organizers.

- 15.16 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 Participants and / or changing the anticipated recording schedule.
- 15.17 It is a condition of entry and participation in the Show that Participants make themselves available to participate in the Show, 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.
- 15.18 Should any Participant be selected to participate in the Spectaculars, it is a condition of participation in the Spectaculars that with the benefit of independent legal advice, the Participant enters 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. Should the Participant for any reason fail to enter into these Agreements (or any of them) prior to commencement of recording of the Spectaculars, the Organizers reserves the right to disqualify the Participant from the Show. The Agreement(s) will become fully effective for the Winner only. The Participants 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 Participants also.
- 15.19 The Participants must 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.
- 15.20 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 Participants acknowledge that the interests of the Show shall override those of any Participant and/ or contributor.
- 15.21 The Organizers reserves the right to ask the Participant 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 Participants 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.
- 15.22 The Organizers has 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. All personal details and information requested by and supplied to the Organizers by each Participant must be truthful, accurate and in no way misleading. The Organizers reserves the right to disqualify any Participant from the Show or auditioning process in its sole discretion, should the Participant at any stage supply untruthful, inaccurate or misleading personal details and/or information.
- 15.23 The Organizers will have no liability to a Participant 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 from the Show at any time thereof.

- 15.24 The Organizers reserves the right to amend the Show Rules or terminate the Show at any time without any liability to any Participant. The Organizers further reserves the right to replace at its discretion any Participant who for any reason fails or is disqualified from or unable to participate in the Show with another replacement Participant, notwithstanding that such replacement Participant may have been previously eliminated from the Show and each Participant shall agree to participate in the Show as and when required by the Organizers to do so.
- 15.25 There is no obligation on the part of the Organizers to record or broadcast any Show in which a Participant has appeared or any part of his / her contribution to a Show.
- 15.26 The Participant 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 who breaks such rules and / or fails to behave appropriately and to disqualify such Participant.
- 15.27 In the event that as a result of the public vote in any round, there is a tie between two (or more) Participants, the Organizers in consultation with the Jury, shall be entitled to determine in its absolute discretion which Participant is eliminated and/or which Participant 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 Participants as it in its absolute discretion deems necessary.
- 15.28 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.
- 15.29 These rules are additional to and do not supersede any and all Release Forms signed by the Participant and in the event of any conflict between any Release Form and these Show Rules, the Release Form will prevail.
- 15.30 The Participant shall undertake, warrant and guarantee to the Organizers that the Participant has the full legal capacity to participate in the Show in accordance with these Terms and conditions.
- 15.31 None of the Participant 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. The Participant shall not disclose any information whatsoever relating to the Organizers to any other party.
- 15.32 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 Participants 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.
- 15.33 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 Participants or the Contributors, in respect of any loss, damage suffered by the Participants 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 Participants 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 Participants; or circumstances beyond the Relevant Parties including the Organizers reasonable control.

15.34 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.

15.35 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.

15.36 No weapons, alcohol or illicit substances will be permitted at any premises or during any part of the Show.

16. Expenses of participation & logistics

16.1 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 the selected Participants and the Organizers or its sub contractors shall not be liable for the same.

16.2 The arrangements for travel and stay of the Participant(s) selected for The Final 120 will be made by the Organizers.

16.3 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 Participant(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.

17. Prize

- 17.1 The maximum prize which can be won in the Show is Rs.50 lacs only.
- 17.2 Any and all taxes and/or levies applicable on the prize money won by the Winner(s), under the laws of India shall be borne by the Winner(s) in relation to the prize. Payment of prize money to the Winner(s) shall be after deduction of all applicable taxes and levies and subject to providing the relevant documents as intimated by the Organizers and will be paid within the time stipulated by the Organizers .
- 17.3 The Organizers may refuse to pay winnings or reclaim all sums paid to Winner(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Show under these Terms and Conditions

18. Other terms

- 18.1 The procedures for registration and participation in the Show are subject to the Terms and Conditions stated herein. Non-conformance by any Participant(s) to the rules of the Show will disqualify him/her from participation or winnings, immediately, as the case may be.
- 18.2 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, (iv) on the Channel; and (v) as per the Terms and Conditions.
- 18.3 Registration to the Show does not guarantee the selection of the Registrant(s) to proceed with the Show. Registration also does not entitle any Participant(s) to a prize or award.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 In case the Winner(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 such person(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.
- 18.9 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.
- 18.10 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.

- 18.11 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 who have participated in the Show and/or accommodate any person or persons who have been selected in the Show for the Show.
- 18.12 Participant(s) must be of good moral character and not be under the influence or habit of any medication, drugs or other psychotropic substance which may impair their ability to participate in the Show. Use of any prohibited substances could lead to disqualification.
- 18.13 Use of mobile phones will not be permitted during the shoot, and during the Auditions. It may lead to disqualification.
- 18.14 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
- 18.15 The Organizers of the Show is empowered to take a decision on any case not covered by the present Terms and Conditions
- 18.16 The Organizers decision (or, where appropriate, the decision of the Judges) is final and the Participant(s) acknowledge that the interests of the Show shall override those of any Participant(s) and/ or Contributor.
- 18.17 It is a condition of entry and participation in the Show that Participant(s) make themselves available to participate in the Show, agree and sign up the Participant Release Form and any other documents as requested by the Organizers and abide by terms and conditions of such Participant Release Form and the Rules, Regulations as devised from time to time by the Company including but not by way of limitation these Terms and Conditions.
- 18.18 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 Participant(s).
- 18.19 You shall notify the Organizers immediately if there are any criminal charges brought against you or if any information you provide in your application becomes inaccurate between now and the date of first transmission of the Show
- 18.20 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.
- 18.21 If Participant(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.
- 18.22 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.

19. Liability

- 19.1 The Organizers and/or the Channel 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 Viewer(s) / Registrant(s) / Participant(s) and/or the Winner (s) in any manner whatsoever, in relation to the Show and/or prize.
- 19.2 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.
- 19.3 The Organizers or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Participant(s) and arising as a result of his/her participation in the Audition or the Show , if selected
- 19.4 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.
- 19.5 The Participant(s) hereby agree to indemnify the Organizers or its affiliates against any claims that might arise from their actions or omissions while participating in the Audition / Show
- 19.6 Apart from the entitlement to be part of the television Show “Indian Idol – Season 6”, the Participant or his / her legal heirs will have no other rights or claims against the Organizers. For the sake of clarity, it is stated that the Participant(s) of the Audition or the Show shall not be paid any consideration.
- 19.7 The Winner(s) and/or the Participant(s) of the Show agrees that he/she shall hold harmless the Channel, Organizers, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her 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 Channel/Company/Organizers to claim any damages or reliefs.
- 19.8 Organizers and its sub - contractors shall not be held responsible or accountable to any of the Participant(s)/Contributor(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 Participant(s)/Contributor(s) will be required to sign an indemnity in favor of the Organizers. The Participant(s)/Contributor(s) agree to release, discharge, and covenant, not to sue the Organizers or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Show in any manner, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Participant(s) involvement in the selection process
- 19.9 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 Participant(s) or the Contributors, in respect of any loss,

damage suffered by the 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 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 Participant(s); or circumstances beyond the Relevant Parties including the Organizers reasonable control.