

SUPER SINGER- SEASON-8

Please read the following Terms and Conditions before participating in the Auditions conducted by Asianet Star Communications Private Limited (“ASCPL”/ “Company”) and/or the Production House (defined below). By voluntarily participating, You agree to be bound by these Terms and Conditions and represent that you satisfy all of the eligibility requirements set out herein below.

The following terms and conditions (“**Terms and Conditions**”) govern the entire process for Auditions (as defined below) as detailed herein for participation in the non-fiction reality program tentatively titled “**_Super Singer -8**” (“**Program**”) and shall be binding on each participant (“**Participant**”, “**Contestant**”, “**Your**” and/or “**You**”) residing in and is a citizen of **India** (hereinafter referred to as “**Territory**”) who voluntarily participate in the Auditions hosted by **ASCPL/Company and/or Production House** (as defined below) for the purpose of selection and participation of Participants in the Program to be aired on, *inter alia*, on the Company’s and/or its network of channels and/or any other channel as deemed fit by ASCPL (hereinafter collectively referred to as “**Channel**”).

The Privacy Policy, Terms of Use and User Generated Content are incorporated herein by reference and are simultaneously available at “vijay.startv.com” (“**Website**”). By proceeding further You and/or Your Parent (as defined below) on Your behalf are representing to the Company and/or Production House that Your participation in the Auditions is in compliance with all laws applicable on You and You are not in any manner prohibited from participating herein by any law.

These Terms and Conditions shall be irrevocably binding on each Participant and their Parents, for and on behalf of the Participant, voluntarily participating in the Auditions. ASCPL will have access to and collect information and data shared by the Parent of the Participant including Participant’s and/or Parents of the Participants’ personal information for the purposes of the Auditions and/or Program. By participating in the Auditions, the Parent on behalf of the Participant hereby consents to the collection, storage, disclosure, processing, transfer, sharing and deletion of the Personal Information (as defined below) by ASCPL, its affiliates, and designated third parties in accordance with the terms of its Privacy Policy which is accessible at the Website (collectively the “**Privacy Policy**”).

By participating in the Auditions, it is deemed that the Parent on behalf of the Participant has read, understood, accepted and agreed to unconditionally abide with all the Terms and Conditions and Privacy Policy. The Participant’s act of voluntarily participating in the Auditions in the manner as detailed below shall be deemed to be the Participant’s and/or the Parent’s on behalf of the of the Participant(s) absolute acceptance to the Terms and Conditions, Terms of Use, Privacy Policy and User Generated Content of ASCPL as prescribed from time to time (hereinafter collectively referred to as “**Terms and Conditions**”). If the Parent on behalf of the Participant does not agree to be bound or cannot comply with any of the Terms and Conditions, please do not continue. Failure to accept these Terms and Conditions or the Privacy Policy or Terms of Use or User Generated Content will disqualify the Participant’s participation in the Auditions. The Auditions shall be governed by the Terms and Conditions stated herein below and all Parents on behalf the Participant(s) are requested herein unconditionally accept and agree to comply with and abide by the same.

You or Your Parent on your behalf (if you are a minor Participant) are required to click on the tab 'I ACCEPT' at the end of the page. The failure to accept these Terms and Conditions by You or Your Parent (as the case may be) will disqualify your participation in the Auditions.

DEFINITIONS

“Digital Auditions” means different levels comprising of Level 1, Level 2 and Level 3 of the selection process of the Auditions as detailed hereunder and any additional levels as may be incorporated thereafter by the Company in the process of the Auditions at any point of time at its discretion, to be conducted *inter alia* in the manner as set out hereunder, which the Participant(s) is required to qualify for further Levels, if any and qualify for participating in the Program.

“On Ground Audition(s)” shall if applicable, means different levels comprising of Level 3 and/or Level 4 of selection process of Auditions as detailed hereunder and any additional levels as may be incorporated thereafter by the Company in the selection process of the Auditions at any point of time at its discretion, to be conducted *inter alia* at the Audition Center(s), which the Participant(s) is required to qualify and pass for participating in the Program.

“Audition(s)” shall mean jointly and/or severally the Digital Auditions and/or On Ground Auditions and different Levels of selection process to be conducted *inter alia* in the mode and manner as detailed hereunder during the Audition Period (defined below), which the Participant(s) is required to qualify to participate in further Levels for participating in the Program.

“Digital Audition(s) Period” shall mean the period commencing from September 21, 2020 and continues till October 31, 2020 for different levels of auditions or such other date stipulated and/or updated by the Company and/or Production House at its sole discretion on the website vijay.startv.com (**“Website”/ “Platform”**) and required to be checked by You or the Parent on behalf of the minor Participant(s) from time to time. The period can be extended or reduced by the Company and/or Production House at its sole discretion from time to time.

“On Ground Audition(s) Period” shall, if applicable, mean on such dates fixed & announced by the Company and/or Production House at its sole discretion through the Website and/or any other medium, which is required to be checked by the Parent on behalf of the Participant(s) from time to time. The period can be extended or reduced by the Company and/or Production House at its sole discretion from time to time.

“Audition Centre(s)” shall if applicable mean any locations in Chennai where the Participant(s) need to make themselves available for further levels of auditions as per the mechanism of Auditions and /or as per the communications issued by the Company and /or available on the Website from time to time .

“Audition Period” in respect of Digital Auditions shall mean the period as mentioned hereinabove and for On Ground Auditions shall mean the period as fixed & announced by the Company and/or Production House from time to time at its discretion through the website and/or through any other

medium from time to time required to be checked by You or the Parent on behalf of the minor Participant(s) from time to time.

“Company/ASCPL” means *Asianet Star Communications Private Limited*.

“Contestant(s)/Participant(s)” means all person(s) aged between 16 (sixteen years and 70 (seventy) years i.e. 16 (sixteen) years or above and 70 (seventy) years or below as on September 1, 2020, being an Indian citizen and resident of India and enters the Auditions /Program individually.

“Minor Participant(s)” means all person(s) aged between 16 (sixteen) years and 18 (Eighteen) years i.e. 16 (sixteen) years or above and below 18 (Eighteen) years as on September 1, 2020, being an Indian citizen and enters the Audition / Program accompanied by his /her Parent.

“Parent” means (i) biological father or mother of the Participant; or (ii) legal guardian of a Participant appointed by the court as per the Guardians and Wards Act, 1890.

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

Intellectual Property” means and includes all performances, performers’ rights, publicity rights, brands, rights if any vested in the Participant relating to or in the footage owned by the Company, concepts, confidential information, copyrights, databases, designs, formulae, franchises, goodwill,

know-how, licenses, ‘look and feel’, music (including songs, sheet music, lyrics and remixes), permits, proprietary information and knowledge, scripts (and their sound recordings), segments, set designs, service marks, technology, titles, trademarks, trade names, trade secrets, format rights, and all other allied, ancillary and subsidiary rights in any and all media whether now known or subsequently invented, as well as all other intellectual property as is commonly understood and recognized as such by applicable law, (past, current or future) industry usage, or otherwise.

“**Level(s)**” shall mean collectively Level 1, Level 2, Level 3 and Level 4, of the Auditions. The term “**Level(s)**” shall be construed accordingly to refer to anyone (1) particular level of the Auditions as signified by the corresponding number. It is hereby clarified, that all Minor Participants shall be accompanied by Parent at the venues of the Audition Centres and at all Levels of the Auditions and the Program, as the case maybe. The Company and/or the Production House, shall have the sole right to disqualify such un-attended minor participants from further participating in the Auditions and in the Program. All such decision will be final and binding on the minor participant and for any other persons, including the Parent of the minor participants.

“**Program**” means the singing based reality Show in tamil language which shall be tentatively titled “ Super Singer -8”.

“**Production House**” means the Production House (if any) engaged by the Company for the production of the Program.

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

“**Show Player(s)**” means the final 20 (wenty) or more selected Contestant(s) who are selected through the process of the Audition(s) as enumerated below to participate in the Program.

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

“**Studio**” means any venue/ location as deemed fit by the Company and/or Production House for filming of the Program.

“**Works/Materials**” shall mean and include Footage (as defined below), Entries, On Ground Entries, footage of Promotional material including any form of artistic works, works of authorship, performances and services made by the Participant(s) or compilation, data which is developed, created, discovered, invented or otherwise brought into existence by the Participants during the course of Auditions/Program/Show or the Auditions and any other Intellectual Property created/ generated by the Participants during the course of participation in the Auditions/Program/Show.

PRINCIPAL RULES

1. Eligibility criteria for Participants:

- (a) Participants who are between 16 (sixteen) years and _70(seventy)years i.e. 16 (sixteen) years or above and 70(seventy)years or below as on September 1, 2020
 - (b) Participants who are Indian citizens and resident of India, as per applicable laws; and
 - (c) At least 1(one) Parent of the minor Participant must also be an Indian citizen who is resident in India as per applicable laws; and
 - (d) Such other criteria provided under these Terms & Conditions.
2. The Auditions are an integral part of the Program. The Auditions will be conducted on Digital during the Audition Period and/or On Ground at absolute discretion of the Company, in the Audition Centre(s) located in the Territory and the Parent on behalf of the interested Contestant(s) shall be required to upload the require information on the Website and/or shall be present with the Participant(s) at such Audition Centre(s) during the Audition Period to register themselves in the manner provided below.
 3. On Ground auditions may or may not take place at the sole discretion of ASCPL and/or Production House basis the current Covid 19 pandemic scenario. ASCPL/Production House is under no obligation to go for On Ground Auditions or shooting of the Program and is also under no obligation to inform prospective Participants / Parents of Minor Participants about the same. The Participants and in case of Minors , their Parents are unconditionally bound to update themselves on the same from the Website .
 4. The Digital Auditions will be conducted during the Digital Auditions Period on Website/Platform, which may be accessed by the interested Participants / Parents of Minor Participant(s) through any device with access to the Internet, including but not limited to mobile phones. Participants / Parents of Minor Participants who voluntarily choose to enter their children in the Auditions are required to register themselves / their child as Participant in the Auditions by following the procedure set out in these Terms and Conditions.
 5. As the Minor Participant(s) are below the age of majority as per applicable laws in the Territory, the Parent of such Participant(s) shall accompany them for all the levels of the Auditions and shall stay with him/her till his/her elimination and/or completion of the Program (whichever is earlier).
 6. The Company shall promote the Auditions through on-air (promos, astons, bugs *etc.*), print, radio, online, official social media pages/handles of the Company or any other manner as the Company may deem fit, at its sole discretion, stating the mechanism in which the Contestant(s) can participate in the Auditions, wherein the Contestant(s) can get details of the Auditions, timings, venue(s) of Auditions Centre etc
 7. **Procedure to register**
 - (a) To register and to participate in the Digital Auditions, the Contestant(s) / Parents on behalf of the interested minor Contestant(s) shall:
 - i. have to login to the Website / Platform at his/her sole discretion to register for the participation in the Auditions by submitting / furnishing his/her valid Indian Mobile

- Number OR a valid email id. It is clarified that the option to exercise registration either through a registered mobile number or email id is the discretion of the Participant / Parent of the Minor Participants and it is further clarified that for the purpose of registering and participating in the Auditions it is mandatory that the valid Indian mobile number submitted by the Participant / Parent of the Minor Participant should be registered in his/her name only, failure to comply with this pre requisite will automatically cause such Participant's registration / Entry to be invalid.
- ii. Upon entering into the Website, a registration form shall be displayed in the website and the same is required to be filled by the Participant(s) / Parent on behalf of the Minor Participant(s) who shall fill in all the relevant and necessary details as stated and enumerated therein and upon submitting Video (as mentioned hereinafter) on Website, in accordance with the requirements and criteria as laid down for the Auditions herein, the Participant(s) / Parent on behalf of the Minor Participant(s) agrees to have read and understood all the terms and conditions for participation in the Auditions and hereby agrees to abide by the same. The Participant(s) / Parent on behalf of the Minor Participant(s) shall submit the following personal details of the Participant including but not limited to date of birth, full name, gender, age, address, , nationality, city of residence, , brief of the Participant(s) passion towards singing along with the Parent(s) name, email ID, contact number(s), emergency contact number, the name of their state/city where they reside, photo(s) of the Participant(s), (if requested) and/or any other information/documentation as sought by the Company, at its discretion during the Audition Period (“**Personal Information**”) in a manner and form, as requested and /or prescribed on the Platform. For avoidance of doubt, for the purposes of participating in the Auditions during the Audition Period set out hereinabove, registering through a valid mobile phone number and/or a valid mail ID vide the medium of the Platform is mandatory for all interested Participants. Additionally , incase of the Participants being Minor , the Parent is unconditionally required to fill and submit the Parental Consent Form available on the Website in a mode and manner as per the terms stated therein . For avoidance of doubt it is clarified that in then event that any Parent fails to submit the Parental Consent Form , then the Entries of their respective Minor child shall be deemed incomplete and shall be subsequently disqualified from further participation
 - iii. It may be clarified that the Participant / Parent on behalf of the Minor Participant(s) participating in the Digital Auditions may register on the Platform only once either through a particular mobile phone number and/or email ID of themselves / the Parent (in the case of Minor Participant(s)). Accordingly, the Personal Information required by the Company may only pertain to the Participant registering himself/herself and his/her Parent. It is further clarified that if the Participant / Parent of the Minor Participant has already registered and submitted Entries (as defined below) and /or uploaded Video(s) on the Website multiple times through a particular registered mobile numbers and/or specific email id (as applicable), then only the first Entry from that particular registered mobile number and /or email id shall be considered and all subsequent Entries and /or Video(s) shall be deemed invalid and shall be automatically disqualified and not taken into consideration for further participation in the Auditions. Additionally, it is clarified that a specific Participant / Parent on behalf of the Minor Participant cannot register and submit Entries (as defined below) and /or upload

Video(s) on the Website through multiple registered mobile numbers and/or multiple email id's. In such cases only the first Entry submitted by the Participant / Parent on behalf of the Minor Participant through a particular mobile number and /or email id shall be considered and the others shall be deemed invalid.

(b) Video Upload Functionality:

- i. Once the Participant / Parent on behalf of the Minor Participant(s) shares the Personal Information required, he/she shall record one (1) video of the Participant(s) performing any song of his/her choice, which may primarily be in tamil language; such video shall have a minimum duration of 60 (sixty) seconds and maximum duration of 180 (one hundred and Eighty) seconds in mov or .mp4 format and shall not exceed the size of 64 mb [referred to as “Video”]
- ii. the Participant / Parent on behalf of the Minor Participant shall upload the Video(s) on the website / platform by following the instructions and as per the terms specified on such Platform and click on “Submit” button. Once the Video is uploaded on the Platform, the Participant / Parent (in the case of minor participant) will receive an SMS and/or email notification from the Company and/or Production House, at its discretion confirming and acknowledging the registration.
- iii. If at any point of time the Company finds that the mobile number / email ID shared by the Participant(s) / Parent on behalf of the Minor Participant and /or any Personal Information and/or any information in Personal Consent Form is found to be false and /or unauthenticated and /or fabricated, then Company and/or Production House shall have the right to forthwith disqualify such Participant from further participation and his /her Entry shall immediately be considered to be null and void.
- iv. For the purposes of this Audition, by uploading and /or submitting his /her Video on the Platform, the Participant / Parent on behalf of the Minor Participant agrees and undertakes that they are unconditionally bound by the Terms and Conditions.
- v. The Participant(s) / Parent on behalf of the Minor Participant(s) agrees and undertakes that all Personal Information, provided by him/her at the time of registration is true, correct, and accurate. The Participant / Parent on behalf of the Minor Participant(s) hereby represents, covenants and declares that (i) the Video is original and is performed/enacted by the Participant(s), (ii) the Video does not and will not constitute any infringement of copyright or any right of privacy, or rights in any other form of intellectual property, or any other personal or property right whatsoever of any person or entity, or constitute a libel or slander, or hurts the religious sentiments of people worldwide or be defamatory of any person deceased or alive or blasphemous in its content and that he/she fully owns and controls all rights and interests including all intellectual property rights in the Video, such material and all rights therein and that no other person or party has right or interest in the Video as a co-owner, partner, mortgagee, charge holder or otherwise howsoever (iii) the Video shall not expose the Company to civil and/or criminal proceedings and /or claims of any nature whatsoever (iv) the Video are not subject to any lien, charge, or any other encumbrance whatsoever (v) the Participant / Parent on behalf of the Minor Participant(s) has not granted any rights in the Video to the prejudice of any rights granted to the Company hereunder (vi) the Video is not violative of or in contravention of any applicable laws (vii) all necessary licenses and permissions required for the utilization of the Video for the

- purpose of the Auditions have been secured by the Participant(s) / Parent on behalf of Minor Participant(s) in accordance with the existing Terms and Conditions and applicable laws without any recourse to the Company. In the event the publishing of the Video is assessed to be prohibited in any manner and/or considered to be inappropriate due to moral, political or religious reasons or any reason whatsoever, the Company and/or Production House shall have the right at its sole discretion to edit/ remove/cut the contentious portion and re-publish such Video or reject the Video altogether and the Participant / Parent on behalf of the Minor Participant agrees not to object to the same. The Participant / Parent on behalf of the Minor Participant(s) must ensure that no false and/or misleading statements are made by him/her and that he/she does not refer to any commercial product and/or service in the Video(s). The Participant / Parent on behalf of the Minor Participant further agrees and confirms that the Company is entitled to reject the Entry of the Participant in the event that the details submitted by the Participant / Parent on behalf of the Minor Participant at the time of registration are deficient, incorrect, untrue, or found wanting in any respect.
- vi. The Participant / Parent on behalf of the Minor Participant agrees and undertakes that the Entry/Video submitted by him /her is in good taste, not obscene, vulgar, libelous, defamatory, insulting, annoying, etc
 - vii. The Participant / Parent on behalf of the Minor Participant(s) further agree and undertake that he /she shall not host, display, upload, modify, publish, transmit, update, submit, share the Video(s) and/or information that:
 - a. belong to another person and to which the Participant(s) do not have any right;
 - b. is grossly harmful, harassing, blasphemous, pornographic, pedophilic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c. harm minors in any way;
 - d. infringes any patent, trademark, copyright or other proprietary rights;
 - e. violates any law for the time being in force;
 - f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - g. impersonates another person;
 - h. contains software viruses, Trojans, spyware, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, including harming recipient's computers/system/servers etc.;
 - i. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation. For avoidance of doubt, Participant agrees that the Company has the right to remove any such material/Entry which breaches any of the terms of these Terms and Conditions and the Participant shall not be entitled to object to the same.
 - viii. For purposes of the Digital Auditions, logging onto the Platform, furnishing the Personal Information in the mode and manner as prescribed, mandatorily submitting the Parental Consent Form in the manner as stated on the Website and mandatorily uploading 1 (one)

Video shall be considered as a complete and valid entry (“**Entry**” or “**Entries**”). It may be clarified that once the Video is uploaded on the website, he/she or the Parent of the Minor shall not be entitled to re-submit any information, including but not limited to any Video and such Entry submitted by him/her shall be considered final and valid Entry for the purpose of the Audition. Any incomplete Entry will be disqualified and will be considered as null and void. For avoidance of doubt, if the Participant / Parent on behalf of Minor Participant(s) fails to provide upload the Video or provides a fake email ID or fails to furnish Personal Information and /or Parental Consent Form (in case of Minors) in the manner prescribed or if the Video submitted is less than the minimum duration or more than the maximum duration stated herein, then his/her Entry shall be considered incomplete and the Participant(s) shall be disqualified from participating further in the Auditions. The Channel/Company and/or Production House shall be free at any point of time to contact and /or communicate with the Participant / Parent on behalf of the Minor Participant(s) for availing any additional information and/or to verify any details as provided in relation to Auditions and/or the Entry and the Participant / Parent on behalf of the Minor Participant(s) shall unconditionally facilitate the same. Any incomplete Entry and /or Entries with incorrect format, broken/bad web link, inadequate Personal Information, invalid email ID, wrong format , technical difficulties , internet problems ,invalid mobile number or which consist of content, which contains any of the elements specified in the above sub-clause, will be considered invalid, shall be considered null and void and will be disqualified from participating in the Auditions.

- ix. Entries received after the Audition Period will not be considered for the Auditions and shall be deemed null and void. The Company and/or Production House shall not be responsible for any Entries submitted, whether correctly or not, but not received due to any reason whatsoever. It shall be the sole responsibility of the Participant(s) / Parents (in the case of Minor Participants) to ensure that the Entry is submitted correctly after following the due procedure specified by the Company hereunder and Terms and Conditions prescribed herein.
8. To register and to participate in the On-Ground Auditions(if any), the Parent on behalf of the interested Contestant(s) shall:
 - a. fill and execute a registration form or any other document(s) at the Audition Centre and duly submit all personal information including but not limited to documentation as required by the Company and/or Production House as may be required to be submitted by them on the registration form (“**Personal Information**”) in a manner and form, as requested and /or prescribed therein (“**Registration Form**”);
 - b. note down the unique registration code assigned to him/her at the Audition Centre (“**Registration Number**”) for any references;
 - c. If selected for Level 3 of the Auditions, the Contestant / Parent on behalf of the Minor Contestant(s) shall be required to fill and execute the declaration cum indemnity and/or any other document at the Audition Centre(s) as may be required to be submitted by them on the registration form in a manner and form, as requested and /or prescribed therein (“**Declaration cum Indemnity**”).
 9. In case the Contestant / Parent on behalf the said Minor Contestant(s) is unable to furnish the original document(s) to verify the eligibility details or submit self-affirmed photocopy of the

same or submit the necessary proofs that the Contestant is a minor, the said Contestant(s) shall be disqualified by the Company. For the purposes of this Audition, the Registration Number and the Registration Form bearing the signature of the Contestant / Parent on behalf Minor Contestant(s) duly submitted by the Contestant / Parent on behalf of the Minor Contestant(s) at the Audition Centre] shall be considered a complete entry (“**On Ground Entry/On Ground Entries**”).

10. Contestant / Parent on behalf of the Minor Contestant(s) undertake that all Personal Information, documentation, contents of the Registration Form provided by him/her at the time of registration at the Audition Centre are true, correct, accurate and original. Any incomplete entry(ies) and /or On Ground Entries with incorrect format/information and/or inadequate information will be considered invalid and will be disqualified from participating in the Auditions. The Channel/Company and/or Production House shall be free at any point of time to contact and/or communicate with the Contestant / Parent on behalf of the Minor Contestant(s) for availing any additional information and/or to verify any details as provided in relation to the Auditions and/or the On Ground Entry and the Contestant / Parent on behalf of the Minor Contestant(s) shall unconditionally facilitate the same.
11. All entries at the respective Audition Centre(s) shall be on first come first serve basis between 9.00 am to 3.30 pm and/or any other time as decided and communicated by the Company at its sole discretion. It is further clarified that the Company and/or Production House reserves the right to close the registration process at any of the Audition Centre(s), in any manner it may deem fit at its sole discretion. The decision of the Company and/or Production House in such situations shall be considered final and binding and the Parent for and on behalf of the Contestant(s) shall not challenge /dispute such decisions. Any entry made after the Audition Period will not be considered for the Auditions and shall be deemed null and void.
12. The Company and/or Production House shall not be responsible for any Entries submitted but not received due to any reason whatsoever.
13. The selection and shortlisting process for the Auditions shall be conducted as detailed below for each Level of the Auditions. For the sake of clarity, Participant cannot enter the Auditions without undergoing the process at each Level:

A. LEVEL 1

- i. Subject to the Participant(s) having made a valid Entry, all the Audition Video(s) fulfilling the criteria set out herein shall be viewed and evaluated by the Production House and/or the Company and/or its representatives and/or professional experts/singers/music composers appointed by the Company and/or the Production House, at their own discretion for each of the Levels of Auditions (“Panel”). The decision of the Company with regard to the composition of the Panel shall be final and binding on the Participant(s). Neither the Participant(s) nor the Parent on behalf of the Participant shall be entitled to dispute and/or challenge the composition or the decision of the Panel at any time in connection with the selection procedure, to the maximum extent permitted by law.
- ii. The Participant(s) shall be evaluated and shortlisted by the Panel on the overall basis of his/her performance, voice quality, grace, personality, selection of song, uniqueness

- etc., or any such other criteria determined by the Company/Production House at its sole discretion.
- iii. The Panel shall have the sole authority to judge and rate the Audition Video(s) and performance of all the Participants and their decision shall be final and binding on all Participants and their Parents on behalf of the Participant(s). Based on the evaluations of the Video(s) by the Panel, the top-rated performances shall be shortlisted and the Participants(s) shall be selected and eligible for participation in Level 2 of the Auditions.
 - iv. The Parents of all Participant(s) selected and shortlisted for Level 2 shall be intimated about the selection vide an email and/or personally intimate via telephone to the contact number that has been provided by the Parent on behalf of the Participant at the time of registration or any other mode of communication as the Company/Production House may deem fit at its sole discretion, and the Parent shall be solely responsible for checking the emails and/or calls received from the Company and/or the Production House. If the communication is received through email, the Parent shall within 24 (twenty-four) hours or receipt of such email confirm the participation of the Participant for next level. Such communication by the Company and/or Production House shall also give brief details of next level of audition i.e. Level 2, date and time of the Auditions, etc. The Parent on behalf of the Participant shall be required to give confirmation of the Participant's participation for Level 2 Auditions upon receiving a call. The telephone and/or email communication from the Company and/or Production House shall also provide details of the medium (which shall be audio-visual conferencing/ zoom call or other similar platform/media) and requirements for the Level 2 Auditions which the Parent on behalf of the Participant shall be required to confirm and make necessary arrangements for the same, prior to the Level 2 Auditions. It is clarified that in the event the Parents have not installed the necessary software or otherwise met the necessary requirements for the Level 2 Auditions, the Participant shall not be eligible for the Level 2 Auditions and shall consequently be disqualified. The Parents shall be provided with a minimum of 7 days' notice to be available for the Level 2 Auditions for the Participants.
 - v. Participant(s) shortlisted at Level 1 shall be required to be available as per the requirement and instructions of the Company and/or the Production House, as may be informed by the Company and/or Production House in advance, to participate and perform in Level 2 Auditions, on specific dates and time and manner of conducting such Auditions, as decided and communicated by the Company. In the event the Company and/or Production House conducts the Level 2 Auditions via Video Conference, then the Company and/or the Production House will inform the Participant / Parent on behalf of the Minor Participant of the same in advance and it shall be the sole responsibility of the Participant and the Parent on behalf of the Minor Participant to make the Participant available for such Video Conference. If the Participant fails to make himself/herself available on Video Conference on the date and time as informed by the Company and/or the Production House, the Entry of the Participant will be deemed invalid and the Company shall be free to select any other deserving Participant at its own discretion.
 - vi. The Company and/or Production House shall be free at any point of time to contact and /or communicate with the Parent for availing any additional information and/or to

- verify any details as provided in relation to Auditions and/or the Entry and the Participant / Parent on behalf of the Minor Participant(s) shall unconditionally & promptly facilitate the same.
- vii. The Company and/or Production House reserves the right to select any number of Contestant(s) from the Level 1 and shall inform the shortlisted candidates for Level 2 Auditions. The timelines for such intimation shall be at the sole discretion of the Company and/or the Production House and the Participant and/or the Parent on behalf of the Minor Participant shall not have any right to question for the same.

B. LEVEL 2

- i. Participant(s) shortlisted at Level 1 shall be required to participate and perform in Level 2 Auditions, on specific dates and time and via such platform/media in the mode and manner as decided by the Company and communicated to the Participants / Parents of the Minor Participant(s).
- ii. The Participant / Parent on behalf of the Minor Participant agrees, acknowledges and understands that Level 2 of the Digital Auditions may be conducted via Video Conference on any social connecting platform as determined by the Company including but not limited to Google duo, Whatsapp video call etc. The Participant / Parent on behalf of the Minor Participant accepts any terms and conditions imposed by such platforms on which Video Conference is conducted. The Participant / Parent on behalf of the Minor Participant recognizes and accepts the risks associated with communicating by Video Conference and agrees that he/she shall not hold the Company and/or the Production House liable for any loss of any information, act or omission including for loss of sensitive and personal information and data of the Participant and/or Parent by such platform.
- iii. Such Contestant(s) shall be asked to perform a tamil singing song of their choice to showcase their talent (“Act”) and be further interviewed by the Production House, Company and/ or Panel regarding his/her background, family history, singing experience, etc.,
- iv. The Act shall be conducted via video call or any other similar audio-visual media as may be decided by Company.
- v. The Act of these shortlisted Participant(s) shall be evaluated by the Panel on the basis of their versatility, style, overall personality, stature of their performance, voice quality, song selection, screen presence, ideas, etc. and such other criteria as may be determined by the Company and/or the Production House in its sole discretion. For avoidance of doubt it is clarified that the decision of the Company/Production House and/or the Panel shall be final in this regard and neither the Participant / Parent on behalf of the Minor Participants nor any one on their behalf shall have any objection to the same.
- vi. The Company reserves the right to select any number of Contestant(s) from this Level of Auditions. The selected Contestants shall be eligible for the next level of selection i.e Level 3. The Contestants shall be informed about their selection for the next round, i.e. which shall be tentatively held in Thiruvananthapuram / Kochi or such other place at its sole discretion.
- vii. The Participants / Parents of all Minor Participant(s) selected and shortlisted for Level 3 shall be intimated about their selection vide an email and/or telephone that has been

provided by the Participant / Parent (in the case of minor participant) at the time of registration or any other mode of communication, as the Company and/or Production House may deem fit at its sole discretion, and the Participant / Parent on behalf of the Minor Participant shall be solely responsible for checking the emails and/or calls received from the Company and/or Production House. Such communication by the Company and/or Production House shall also give brief details of the next level of audition – Level 3, date, place and time of the Auditions, etc., The Participant / Parent on behalf of the Minor Participant shall be required to give a confirmation of the Participant’s participation for Level 3 Auditions upon receiving an email and/or call, as the case may be.

- viii. The Company and/or Production House shall be free at any point of time to contact and /or communicate with the Participant / Parent (in the case of Minor Participants) for availing any additional information and/or to verify any details as provided in relation to Auditions and/or the Entry and the Participant / Parent on behalf of the Minor Participant(s) shall unconditionally promptly facilitate the same.
- ix. The Company reserves the right to select any number of Contestant(s) from the Level 2 and shall inform the shortlisted candidates for Level 3 Auditions. The timelines for such intimation shall be at the sole discretion of the Company and/or the Production House and the Participant and/or the Parent on behalf of the Minor Participant shall not have any right to question for the same.

C. LEVEL 3 – ON GROUND AUDITIONS

- I. The Company and/or Production House reserves the rights to decide whether to conduct On ground Auditions and /or Level 3 of the Auditions at its sole discretion,
 - A. in the event that the Company and/or Production House decides not to go ahead and conduct the On ground Auditions and /or Level 3 of the Auditions, then the Contestants shortlisted at Level 2 shall be entitled to proceed directly or be eligible directly for Level 4 as mentioned below. This decision of the Company and/or Production House shall be final and binding on every Participant and/or Parent(s) on behalf of the Minor Participant(s). If the Company and/or the Production House doesn’t intend to conduct the On Ground Auditions, the Company and/or the Production House through the Panel shall further at their sole discretion shortlist Any number of Participant(s) from the Participant(s) selected at Level 2, basis their overall performance, confidence, etc., and such other criteria as may be determined by the Company and/or Production House in its sole discretion. These shortlisted Participant(s) shall be qualified for the Level 4 auditions. The Company and/or the Production House shall inform the Participants / Parents of such shortlisted candidates. The timelines for such intimation shall be at the sole discretion of the Company and/or the Production House and the Participant and/or the Parent on behalf of the Participant shall not have any right to question for the same.
Or
 - B. If the Company decides to go ahead and organise and hold On Ground Auditions for Level 3 of the Auditions , then

- i. Participant(s) shortlisted at Level 2 shall be required to participate and qualify in further levels of ground auditions (as detailed herein below) to be held tentatively at Audition Centre as decided by the Company at its sole discretion and communicated to the Participant from time to time vide the Website and /or any other mode of communication as deemed fit by the Company
- ii. The Company and/or Production House reserves the right to introduce other prospective shortlisted Contestant(s) who have gone through the similar selection process as the Contestant(s) or such other selection process or through On ground only as deemed fit by the Company and/or Production House. Such decision of the Company shall be final and binding upon all the Contestants
- iii. . The detailed procedure to register for On Ground Auditions is mentioned in clause 8 to 11 above and the Parent on behalf of the Participant is required to read the same and adhere to the same.
- iv. Participant(s) shortlisted at Level 2 shall be required to be present in the Audition Centre or any other location /city as deemed fit by the Company at its sole discretion to participate and perform in Level 3 of Auditions on specific dates and time as decided and communicated by the Company.
- v. These auditions will be conducted during the Audition Period. The timings for registration of Participant(s) will be intimated by email and/or telephone. The Participant(s) will have to present at the Audition Centers on the date and time specified along with the documents and photographs required (both in original and attested photocopy). It is clarified that the Participant(s) failure to submit the aforementioned documents and/or attend the On-Ground auditions without the same shall automatically disqualify the Participant from further participation in the Auditions and Program.
- vi. The doors to the Audition Centers will shut at 9.00 AM 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. Each Participant will be provided a unique registration number which he/she must carry with him/her at all times while at the Audition. The Participant /Parent on behalf of the Minor Participant(s) will have to sign the registration form along with the release form, nondisclosure agreements, the Terms and Conditions or any other documentation as may be required by the Company at its sole discretion in order to participate in the Auditions. Company's authorized representatives will have the final right to refuse registration/eligibility for the Participant(s) to participate further at their sole discretion.
- vii. Subject to completion of formalities as prescribed by Company, the Participant(s) will have to go through 2 rounds of auditions viz performance round and interview round. The Participant(s) shall be required to mandatorily participate in the performance rounds. The Participant(s) shall be required to sing a song of his/her choice along with the instrumental set up provided by the Company at its sole discretion. The Panel shall basis the performance shortlist the Participant(s) for next round. If qualified in the 1st round of auditions, the Participant(s) shall be required to participate in the 2nd round i.e interview round. It is further clarified that if the Participant(s) fail to qualify in the performance

round or do not fulfil the parameters therein he/she shall be disqualified from further participation.

- viii. In the 2nd round of On Ground Auditions the Panel shall basis performance in the interview, voice quality, grace, personality, selection of song, uniqueness etc., or any such other criteria determined by the Company/Production House at its sole discretion and if the Participant is selected in the 2nd round of Auditions, they shall be shortlisted for Level 4 Audition
- ix. Any entry made after the Audition Period will not be considered for the Auditions and shall be deemed null and void. The Company shall not be responsible for any Entries submitted but not received due to any reason whatsoever.
- x. The Company and/or Production House reserves the right to select any number of Contestant(s) from the Level 3 and shall inform the shortlisted candidates for Level 4 Auditions. The timelines for such intimation shall be at the sole discretion of the Company and/or the Production House and the Participant and/or the Parent on behalf of the Minor Participant shall not have any right to question for the same.

D. LEVEL 4 (TELEVISED AUDITIONS)

- i. Participant(s) shortlisted at Level 3 shall be required to attend personalized training sessions in any location at Chennai as deemed fit by the Company at its discretion for a period of 3 (three) weeks which consists of voice workshops etc. Post these sessions top 20 (twenty) Participant(s) will be shortlisted by the Panel basis their personality, confidence, skill, grasping power, overall performance, compatibility, flexibility in performing in different genres, energy in participation, entertainment factor, uniqueness, etc and such other criteria as may be determined by the Panel and /Company in its sole discretion and select the Show Player(s) for the Program. For avoidance of doubt it is clarified that the decision of the Company and/or Panel and/or Production House shall be final in this regard and the Participant(s) shall not have any objection to the same.
- ii. All Participant(s) selected in this Level as Show Player(s) shall be personally intimated about their selection vide an email and/or telephone or any other mode of communication, as the Company may deem fit at its sole discretion, and the Participant(s) / Parent on behalf of the Minor Participant(s) shall be solely responsible for checking the email /calls received from the Company.
- iii. The selected Show Player(s) shall have to ensure that they will make themselves available for all shoot dates and travel to any place for the shoot of the Program, as may be informed by the Company and/or Production House from time to time.
- iv. In the event of the failure of any of the Show Player(s) from attending the Studio within the aforesaid timelines for any reason whatsoever the Company shall at its own discretion be entitled to exclude such Show Player(s) from the Program.
- v. Such selected Show Player(s) shall be required to mandatorily attend the grooming and act presentation training sessions /workshops conducted by the Company at such time and place as the Company may deem fit.

- vi. The Company and/or Production House reserves the right to introduce other prospective shortlisted Contestant(s) who have gone through the similar selection process as the Contestant(s) or such other selection process or through On ground only as deemed fit by the Company and/or Production House. Such decision of the Company shall be final and binding upon all the Contestants
 - vii. The Show Player(s) / Parent(s) of the Minor Show Player(s) shall be required to fill and execute the declaration cum indemnity and/or any other document as may be required to be submitted by them on the registration form in a manner and form, as requested and /or prescribed therein (“**Participation Agreement**”)
14. The Participant / Parent of the Minor Participant(s) will be solely responsible to bear all costs of travel, accommodation and all other expenses, should such Participants voluntarily wish to participate in any Audition Centres during the Audition Period and for Televised Auditions. The Company, Production House, will not be involved in any such requests, logistical or other related issues.
15. The Participant(s) / Parent on behalf of the Minor Participant(s) will be required to execute any and all legal documents including but not limited to Participant Agreements, as required by the Company including but not limited to submitting all the necessary documents (in addition to the documents already submitted at Level 1 and/or Level 3 if any) and also furnish the documents as sought and as required by the Company from time to time, to verify the Personal Information provided by the Participant(s) / Parent on behalf of the Minor Participant(s) in Level 1 and at Level 3. For avoidance of doubt it is clarified that each of the selected Participant(s) / Parent of the selected Minor Participant(s) shall be required to furnish the necessary documentation (as stated in the General Rules below) in original to confirm the eligibility details, etc. In case the Participant / Parent of the Minor Participant(s) is unable to furnish the original document(s) to verify the eligibility details and also fails to submit self-affirmed photocopy of the same, the said Participant(s) shall be disqualified from the Auditions, based on the sole discretion of the Company and/or the Production House.
16. Participant(s) who have previously participated in singing based reality shows/programs and/or appeared/featured in any television programs (of any genre) or has entered into any contract (through their Parent in the case of Minor Participant(s)) or contractual arrangement including but not limited to having signed any document or letter in respect of any such participation/appearance with any third party/persons including but not limited to media companies, production houses, broadcasting companies, agencies in relation to participation in such reality shows or featuring and /or appearance, will need to mandatorily disclose the details of such prior participation. Company reserves the right to disqualify such Participant on such ground, based at its sole discretion. The Contestant(s) / Parent on behalf of the Minor Contestant(s) agree to fully co-operate with the Company for any additional information that may be required by the Company to evaluate the facts related to the matter.
17. The Company and/or the Production House reserves the right to extend the timing or close the gates of the Audition Centre(s), without prior notice to the Contestant(s) / Parent of the Minor Contestant(s).

18. It is clarified that the Contestant(s) / Parent on behalf of the Minor Contestant(s) shall carry their own music CD's or tapes or any musical instrument that may be required for all the Levels of the Auditions and/or shall be solely responsible to make all arrangements for facilitating their Act and the Company shall not be responsible to provide the same unless agreed otherwise.
19. For avoidance of doubt it is clarified that the final selection of the Show Players made by the Channel/Company /jury/Panel/Judges shall be final and binding on all the Parent(s) on behalf of the Contestant(s) and in no event shall the Contestant(s) / Parent of the Minor Contestant(s) dispute the decision made by the Channel/Company and/or Production House or its employees in connection to the Auditions. For the sake of clarity, in the event of any fault, misunderstanding or dispute concerning any part of the Auditions and/or the selection process to qualify for the Program, the decision of the Company shall be final and binding.
20. The Company and /or the Production house and /or the jury and /or the Panel and /or the Judges (as the case may be) reserve the right to stop/interrupt the performance of the Contestant(s) at any given point during any of the Levels of the Auditions and the Contestant(s) and their Parent shall have no objection to the same nor shall they raise any objections against the same. It is further clarified that the Company and /or the Production House and /or the jury and /or the Panel and /or the Judges (as the case may be) are not obligated to watch the performance of the Contestant(s) and /or the Act beyond a reasonable time period. For the purposes of this Auditions, reasonable period shall mean 30 (thirty) seconds. The Parent on behalf of the Participant(s) shall abide by the decision of the panel and/or Judges/Company/Production House in this regard.

GENERAL RULES

1. The Auditions is strictly open to Participant(s) between the age of 16 (sixteen) years and 70 (seventy) years, as of date of submitting their Entry(s) being an Indian citizen of and residing in **India** during the Audition Period and the Program, as per the respective applicable laws of India.
2. Employees of the Company, of the Production House, the advertising agency or any other agency or third party vendor which has been appointed from time to time, and also employees of the main sponsors and members of their immediate family; Participant(s) not conversant in spoken Tamil; are ineligible to participate in the Auditions. Further, failure to provide proof or affidavit of eligibility, including the correct date of birth, nationality including any of the documentation required under these Terms and Conditions, within the timelines specified by the Company hereunder may result in disqualification. The Company also reserves the right to disqualify the Participant(s) in case discrepancy is found to exist in the information furnished/provided/stated by the Participant(s) / Parent on behalf of the Minor Participant during the conversation with the Company and in the information(s) stated in the documents furnished by the Participant(s) / Parent on behalf of the Minor Participant(s).

3. In the event the Participant and/or the Parent on behalf of the Minor Participant(s) is found to be in violation of any applicable laws at any point of time during the Auditions, the Company reserves the right to disqualify the Participant immediately and his /her Entry/On Ground Entry shall be considered null and void. Such disqualified Participant shall not be eligible to proceed further in the Auditions. It is the onus of the Parent to ensure that the participation of such minor Participant is as per the applicable laws of the country of which they are citizens and residents of. In case it is found to be otherwise by the Company and/or Production House, then immediately such minor Participant shall be disqualified.
4. Participant(s) / Parent(s) on behalf of the Minor Participant, represent to the Company and/or Production House that the Participant is free and competent to enter the Auditions; the sole, absolute, unencumbered legal and beneficial owner of all rights granted to Company and/or Production House respect of the Materials, is not under any disability, restriction or prohibition, whether legal, contractual, physical, mental, medical or otherwise, which might prevent the Participant from performing or observing any of the obligations undertaken or from honoring any of the Terms and Conditions stated herein. It is hereby clarified that all Minor Participants shall be accompanied only by the Parent at the venues of the Audition Centers and at Levels of the Auditions and for the Program. The Company and/or the Production House, shall have the sole right to disqualify such un-attended minor participants from further participating in the Auditions and such decision will be final and binding on the Participant and for any other person including the Parent of the minor participant.
5. Participant(s) / Parent on behalf of the Minor Participant, hereby provides his/her consent for collection, receipt, storage, use, transfer and retention of Personal Information, which is subject to: (i) the Privacy Policy, and (ii) the following terms and conditions:
 - a. The Participant / Parent on behalf of the Minor Participant has read, understood and accepted the Privacy Policy and understand and agree that the Personal Information is subject to the terms of this Terms and Conditions and the Privacy Policy.
 - b. The Personal Information may include information *inter alia* name, date of birth, address, age, gender, place of birth, contact details, photograph, language spoken, citizenship/nationality, residence, government identity proof, hobbies, physical, physiological, mental health condition, images, videos etc of the Participant and may also include name, nationality, contact details, emergency contact number, email ID etc of the Parent of the Participant(s).
 - c. The Personal Information is being collected by the Company/ Production House pursuant to the Terms and Conditions, in connection with the Auditions/Program and it is necessary for the Company/ Production House to collect the Personal Information for the Auditions Program and the uses set out below in (d) below.
 - d. The Personal Information will be used for the Auditions/Program, in various formats, manner and media, including television, digital, print for marketing and promotional activities, as deemed fit by the Company, in respect of the Auditions/Program on the channel(s) owned by the Company and/or the digital platform (namely the 'hotstar' platform) of the Company's affiliates – Novi Digital Entertainment Pvt. Ltd or such other platforms at the sole discretion of the Company and/or the Production House.

- e. The Personal Information will be shared by the Company with the Production House, the Panel, Judges and the public at large, in connection with the Program.
 - f. The Company will be collecting and retaining the Personal Information of the Participants.
 - g. The Company has informed the Participant(s) / Parent on behalf of the Minor Participant of his/her rights to: (i) review his/her Personal Information and the Participant(s) Personal Information for deficiencies and inaccuracies, and request the Company to correct or amend the Personal Information, to the extent deemed feasible by the Company; and (ii) withdraw the consent provided under this Terms and Conditions. Provided that the Company shall not be liable for any collection, receipt, storage, use, transfer, disclosure or deletion of Personal Information prior to such withdrawal of consent or request for correction or amendment of Personal Information. Additionally, upon any such withdrawal of consent or request to review and correct or amend the Personal Information, the Company shall be entitled to disqualify my entry and/or participation in the Auditions and /or Program, as deemed fit and necessary by the Company at its sole discretion.
 - h. All Personal Information is true, correct and complete in all respects and in no event will the Company, the Production House or the Panel/Judges be liable either of the authenticity of the Personal Information or any inaccuracies or deficiencies in the Personal Information.
 - i. The Company has provided the Participant(s) / Parent on behalf of the Minor Participant, with the option to opt out of providing his/her Personal Information and the Participant(s) Personal Information, and the Parent on behalf Minor Participant has not exercised such option.
6. The Participant(s) / Parent on behalf of the Minor Participant shall not make any claims against ASCPL and/or the Production House, their directors, employees arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to their participation or non-participation in the Auditions or any related activity including any unauthorized access of the videos, etc. If the Participant is found to be ineligible, or if the Participant(s) / Parent on behalf of the Minor Participant has not complied with these Terms and Conditions, Terms of Use, Privacy Policy and/or User Generated Content the corresponding Entries/On Ground Entry will be disqualified.
7. ASCPL and/or Production House shall not be responsible in the event any Entry or Entries are not received or submitted due to any technical error of any nature whatsoever. Company and/or the Production House shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the internet session charged by the telecom/mobile operator etc. Any dispute in connection to the above shall be settled between the subscribers/ Participant(s) and the telecom/mobile operator directly, without involving Company. For the purposes of these Terms and Conditions, "receipt" of Entry(ies) occurs when the Company's server records the Entry information upon the entrant clicking "Submit/Post" button. For the avoidance of doubt, by submitting the Entry the Parent on behalf of the Participant(s) is representing that the Entry(s) or contents thereof are not confidential or comprise any sensitive personal

information.

8. The Company and/or the Production House is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, emotional, mental trauma caused to the Participant(s) and/or the Parent of the Minor Participant(s) in any manner whatsoever or for any reason whatsoever in connection to the Program and/or any aspect related to Auditions/selection process. The Participant(s) and /or the Parent on behalf of the Minor Participant(s) shall hold harmless the Channel, Company, Production House, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant (s), in any manner whatsoever in connection with the Program and/or any aspect of the Auditions and waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
9. The Participant and/or the Parent on behalf of the Minor Participant, acknowledge that the Program is a reality-based program, and as such a degree of fictionalization is inherent in it. Due to the aforesaid nature of the Program, there may be segments in the Auditions and /or Program which may depict the Participant in an unfavorable manner or may appear to be defamatory. Participant and/or Parent on behalf of the Minor Participant, fully understand this aspect of the Program and shall neither hold the Production House/ASCPL liable for any such depiction nor shall make any claims in respect of the same against the Production House/ASCPL and/or the Channel or any of its representatives and/or the Jury.
10. The Company reserves all rights to make amendments to the Auditions Period, Levels of Auditions or such other terms and conditions stated herein, without giving prior notice. It shall be the sole responsibility of the Participant(s) / Parent of the Minor Participant to check the Terms and Conditions for the Auditions on the Website and /or the platforms from time to time. ASCPL also reserves the right to conduct only Digital Auditions and evade On Ground Auditions and also reserves the right to cancel and/or postpone the Auditions and/Program at any point of time without any prior intimation to the Participant / Parent of the Minor Participant.
11. The Participant and/or Parent of the Minor Participant should not have been convicted under criminal laws and/or should not be disqualified under any applicable law from participating in the Auditions/ Program. The Participant must be in a physically, emotionally and mentally fit condition to participate in the Auditions and/or Program. The Participant(s) / Parent on behalf of the Minor Participant by entering into the Auditions represents and confirms that the Participant is medically fit to travel anywhere and anytime and that he /she does not suffer from any kind of ill health, disease, ailment(s) and medical problems (viz.: heart problem, blood pressure problem, pregnancy, etc.).
12. The Participant(s) and Parent on behalf of the Minor Participant(s) will be required to furnish necessary supporting documentation in original (*i.e.*, birth certificate, passport, aadhar card etc.) and/or any other documentary proof as may be required by the Company and/or Production House to confirm the eligibility of the Participant(s) at any stage of the Auditions.

The Participant(s) / Parent on behalf of the Minor Participant (s) agree to do any and all acts and execute any and all documents in such manner and at such location as may be required by the Channel and/or ASCPL and/or Production House in its sole and absolute discretion. In case of a legal guardian, the said person will need to furnish all paperwork and also produce the relevant order /decree of the court whereby he /she has been appointed as “Legal Guardian” of the Participant below the age of majority as per applicable laws in the Territory.

13. The Company also reserves the right to change the selection process of the Auditions(s) and /or format of the Program (in any manner whatsoever as deemed fit) stated herein and/or the requirements of any of the Levels of the Auditions, without any prior intimation to the Participant and Parent on behalf of the Minor Participant(s) and/or the public.
14. Participant must enter the Auditions voluntarily on their own behalf and Entry(ies) by proxy will not be accepted.
15. The Channel/ASCPL and/or Production House reserves all rights to make amendments to the existing Terms and Conditions without prior notice-to the Participant and /or the Parent of the Minor Participant(s). Further, Company reserves the right to terminate the Auditions at any time without any prior intimation or notice to the public/ Participants and Parent of the Minor Participant(s) and also ASCPL/Channel/Production House is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Auditions and/or accommodate any person or persons who have been selected in the Auditions.
16. In case for whatever reason any Participant and /or Parent of the Minor Participant (s) is not agreeable to travel, stay, *etc.* entirely at his/her own expense, the Company and/or the Production House will regretfully consider the Entry/On Ground Entry of such Participant(s) as invalid and the Participant(s) shall be disqualified.
17. In the event of any fault, misunderstanding or dispute concerning any part of the Auditions/ Program/Show and/or the selection process to qualify for the Program, the decision of the Company shall be final and binding and each Participant and Parent on behalf of the Minor Participant(s) shall without limitation be bound by such decision of the Company.
18. The Participant(s) and Parent on behalf of the Minor Participant(s) shall not during the Auditions/Program make any obscene gesture(s)/acts, or any defamatory statement regarding any event or any person alive or deceased, or do anything in the nature of an endorsement/advertisement that may expose the Company and/or the Production House and/or the Channel to civil and/or criminal proceedings.
19. The Participant(s) and /or Parent(s) on behalf of the Minor Participants, shall not grant or publish any interviews, or share any information /details news articles, or issue any other kind of publicity and/or on personal blog(s)/blogs and /or any social networking sites including but not limited to their participation in the Program or the Auditions or the Program or the names and identity of the selected Show Players, Panel/Judges or the format of the Program or any aspect related to the Program or any information regarding the Company without Company’s prior written consent in each instance. The Participant and Parent on behalf of the Minor Participant(s) shall not at any time make or issue any statements on

behalf of the Company/ the Production House/ the Channel without the prior written consent of the Company and/or Production House.

20. The Participant(s) and Parent on behalf of the Minor Participant (s) shall not do any act either directly or indirectly which may bring the Company and/or the Program and/or Production House into public disrepute or denigrate any of the preceding, or offend any community or public morals and in all public appearances the Participant(s) and/or the Parent on behalf of the Minor Participant shall use her/his/its judgment in general demeanor and choice of language to create an atmosphere which would be conducive to the filming and/or promotion of the Auditions /Program/ Show.
21. Non-conformance by any Participant and/or by the Parent on behalf of the Minor Participant, directions/instructions issued by the Company, Terms of Use, User Generated Content, or Privacy Policy then ASCPL will at its sole discretion be entitled to disqualify their Entry/On Ground Entry on an immediate basis.
22. If the operation of the Show/ Auditions/ Program (including without limitation the operation of the telephone system); the recording; broadcast of any/all of the Shows is prevented by an war, industrial action, flood or any Act of God, or applicable law or any Act of God or the current Covid 19 Pandemic or any act beyond the reasonable control of the Company or any guidelines set up by the Kerala State Government for shooting during the current Covid 19 Pandemic (“**Force Majeure**”) which continues for a period of fifteen (15) days, the Company may at its sole discretion cancel all or any part of the Show/ Programs/ Auditions and/or participation of a Participant(s)/Show Players forthwith and such decision shall be final and binding on the Participants and Parent on behalf of the Participant(s).
23. Notwithstanding a Participant's participation in the Show/ Auditions, there is no obligation on part of the Company to broadcast any Show/ Auditions in which he/she has taken part, or any or all of his / her contribution as recorded by the Company.
24. Participant (s) and Parent on behalf of the Minor Participant(s) specifically agree, allows, grants and permits the Company or any party authorized by it to record (audio-video/audio or video), the participation process/performance at every level of the Audition, including any interaction of the Participant with the Company or fellow Participant or any representative of the Company, if any, of the Participant(s) rendered during the Auditions/Show or the Program or any related series of sound recordings and video recordings which have been shot/filmed/recorded during the Auditions/Show or the Program on film, tape or digital or other electronic media and includes recording of any personal questions or conversations relating to the personal lives of the Participant (“**Footage**”) and agree that the Footage may be used by the Company as it deems fit anywhere in the world at any time now or in the future, including but not limited for promotion of the Program. For the avoidance of doubt, all rights in the Footage vests exclusively with the Company worldwide in perpetuity and the Company is entitled to exploit the same in any manner it may deem fit.
25. In consideration of being afforded an opportunity to participate in the Program/Auditions, the Participants and the Parent on behalf of the Minor Participants(s) agree, represent and

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

26. The Participant(s) themselves and the Minor Participant(s) through their Parent waive off their “Moral Rights” with respect to the Materials/ participation in the Auditions/ Program. Further, the Participant(s) and the Parent on behalf of the Participant(s) further agree and acknowledge that they shall not be entitled to any share in the revenues arising from exploitation of the Materials. The Participant or the Parent on behalf of the Minor Participant acknowledges that the Entry/On Ground Entry submitted and /or videos submitted and/or contribution to the Materials does not qualify as a ‘performance’/ ‘live performance’ within the meaning of the Indian Copyright Act, 1957.
27. The Participant and Parent on behalf of the Minor Participant(s) agrees and acknowledges that the Channel /ASCPL shall have the sole and exclusive right to edit, alter, modify and or use any Footage or Materials in respect of their Entry uploaded on the Platform or any such Footages in any manner whatsoever it may deem fit and necessary at its sole discretion (including but not limited to as a part of the Program/Auditions or any ancillary event related to the Program/Auditions).

28. The Participant and Parent on behalf of the Minor Participant(s) shall make themselves available from time to time and co-operate with the Channel and/or ASCPL and/or Production House and participate in any activity and/or campaign and /or events (“**Promotional Activity**”) of any nature whatsoever with respect to the Program/Auditions without any money payable/ any consideration to the Participant. Further, the Participant and Parent of the Minor Participant shall at no point of time refuse or disagree for participation of the Participant(s) in any such Promotional Activity for any reason whatsoever.
29. Participant(s) and the Parent on behalf of the Minor Participant(s) hereby allow the use of the face, image, biographical data, name, signature, voice, photographs of the Participant and the family/relatives/friends/colleagues of the Participant (‘**Likeness**’) to appear on and be used in connection with the promotion of the Program for all media, all means of exploitations, distribution including, but not limited to, the press, internet, television. ASCPL reserves the right to use, in any manner whatsoever, in part or in whole the Likeness, Program and/or program elements including without limitation in connection with any merchandise, tie-in, product or service of any kind, whether or not such use is in connection with the Program or ASCPL or the Channel without notice to the Participant and Parent and without any further compensation to the Participant and/or Parent on behalf of the Participant (s).
30. The Participant(s) and the Parent on behalf of the Minor Participant (s) agree that in consideration of being given opportunity to the Participant to participate in the Auditions, they shall hold harmless the main sponsor (if any), Channel, ASCPL, Production House, its employees, officers, directors, affiliates, group companies or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant, in any manner whatsoever in connection with the Auditions and /or Entry/On Ground Entry and /or any aspect related to their participation in the Auditions and to the extent permissible under law waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Production House and/or the Channel and/or ASCPL to claim any damages or reliefs or otherwise.
31. The Parent on behalf of the Participant agree to keep ASCPL, the Channel, Production House, its employees, officers or any other person indemnified from and against any claims or demands, cause of action, judgments, liabilities, losses, costs and expenses that may arise out of a result of any violation of any third party rights/material in with respect to the Exploitation of the Entry/On Ground Entry including the Video, by ASCPL and /or any of its affiliate companies and/or channels.
32. The Participant and the Parent on behalf of the Minor Participant, agrees that ASCPL and/or Production House shall in no event, whatsoever, be responsible for any medical or other problems suffered by the Participant during or in relation to their participation in the Auditions including but not limited to travelling anywhere and anytime and undertake the performances required for the Show/Program. The Participant and Parent on behalf of the Minor Participant(s) acknowledges and understands that the participation in the Auditions is at their own risk. ASCPL and/or the Production House shall not be responsible for the Participant’s safety during the Auditions, nor shall they be required to obtain any insurance in relation to

the same for the Participant and/or his/her Parent(s). The Participant(s) and/or the Parent on behalf of the Minor Participant acknowledge and understand that the participation of the Participant in the Auditions/Program is at his/her own and/or Parent's risk.

33. Certain information relating to the Production House, ASCPL, the Program, Channel, will be disclosed to the Participant(s) and Parent on behalf of the Minor Participant (s) by the Production House and/or ASCPL which is confidential and/or proprietary in nature, and includes data, the format of the Program, the manner of selection/elimination etc., whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information (altogether, "**Confidential Information**"). Participant(s) and Parent on behalf of the Minor Participant (s) agree that Confidential Information whether disclosed orally or in writing, is the property of Production House/ASCPL, as the case may be, and is valuable, special and unique to the business of Production House/ASCPL, as the case may be. Participant(s) and Parent on behalf of the Minor Participant (s) agree that the Participant shall not discuss and/or disclose any information about the Program, the performances of other participants in the Program with any third party; and also not disclose the names of the participants eliminated in respective rounds of eliminations in the Program/Auditions.
34. Participant(s) and Parent on behalf of the Minor Participant(s) shall not engage in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws applicable to the parties hereto.
35. All obligations, representations, warranties, grant of rights in relation to a Participant who is below the age of eighteen (18) years as on the date of submitting the Entry, shall be deemed to be provided by the Parent on behalf of the Participant(s).
36. The Participant and Parent on behalf of the Minor Participant (s) acknowledges that in case any portion/clause of these Terms and Conditions is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of the consideration, and the remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision was not included herein.
37. Participant(s) and Parent on behalf of the Minor Participant(s) acknowledges that their representations, warranties, indemnities, grant of rights in the Entry/On Ground Entry including Materials, Promotional Activity, dispute mechanism and obligations shall survive the efflux of time and the termination of these Terms and Conditions.
38. The participation of the Participant the in the Auditions shall mean that the Parent on behalf of the Minor Participant (s) has jointly and severally read, understood, accepted and agrees to unconditionally abide with all the rules including the general rules of the Auditions, Terms and Conditions, the Privacy Policy, Terms of Use, User Generated Content as provided on the Website.

39. Notwithstanding the conflict of laws principle, these Terms and Conditions shall be construed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the Auditions and /or Entry/On Ground Entry and/or the Program, shall be referred to a sole arbitrator appointed by ASCPL and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Chennai, in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participants / Parent on behalf of the minor Participant(s) who has raised the dispute.

40. Subject to the provision of 39 above, the Courts having exclusive jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Chennai, India. The Parent on behalf of the Participant(s) agrees to exclusively submit to the jurisdiction of the Courts and dispute resolution mechanism as set out herein.