

## **RULES & REGULATIONS GOVERNING PARTICIPATION IN KBC JUNIOR**

It is strictly clarified that these Rules and Regulations will be read and accepted only by the Parent and/or the Legal Guardian of the Participants and/or the Auditionees and such acceptance shall be binding on the Parent and/or the Legal Guardian along with the Participants and the Auditionees through their respective Parent and/or the Legal Guardian. All terms and conditions of these Rules and Regulations that are applicable on the Participants and/or the Auditionees shall be directly applicable on the Parent and/or the Legal Guardian and it shall be the sole responsibility of the Parent and/or the Legal Guardian to ensure such terms and conditions are duly complied with by the Parent and/or the Legal Guardian as well as the Participants and/or the Auditionees. The Parent and/or the Legal Guardian has read and are aware of the guidelines and any amendments thereof issued by the National Commission for Protection of Child Rights regarding participation of minors in the Show and are further aware and agree to comply with all applicable laws and regulations with respect to child rights, protection and other related matters.

### **CONTEST DESCRIPTION:**

‘KBC Junior’ is a skill based online contest organized as a part of the show titled ‘Kaun Banega Crorepati-Season 16’ which is being produced and broadcasted by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) (“**CMEPL/Company/ We**”) for initial exhibition on the channel Sony Entertainment Television (“**Channel**”) and which is being hosted by and can be played on the Sony LIV App for children from age 8 (eight) to 15 (fifteen) years (both inclusive) as on September 02, 2024.

### **DEFINITIONS:**

1. For the purposes of the Rules & Regulations, the expressions used as shown herein-under shall have the meaning ascribed to them as shown herein-below:
  - a. “**Company**” or “**CMEPL**” means Culver Max Entertainment Private Limited;
  - b. “**KBC Junior**” means skill based general knowledge online contest titled “KBC Junior” available only on the Sony LIV App, which will be played by the Participants in accordance with these Rules & Regulations;
  - c. “**Episode**” means an episode of the Show;
  - d. “**Sony LIV App**”: means the application owned and hosted by the Company where Participants can register for the Show.
  - e. “**Participant(s)**” means any natural person(s) who participates in the KBC Junior contest and who (i) is of the age 8 (eight) to 15 (fifteen) years (both inclusive) as on September 02, 2024 (ii) is a citizen of India residing in India (iii) is of sound mind and health and (iv) enters into and participates in the KBC Junior basis the unconditional consent of his or her Parent/ Legal Guardian for such entry and participation in accordance with the Rules and Regulations as defined in this document.
  - f. “**Parent and/or Legal Guardian**” shall mean the natural parent of the Participant being his or her biological Father or Mother and shall include persons who take the legal responsibilities of the child as guardian and/ or parents on account of adoption or as foster parents. In either case, the relationship shall have to be established by way of proper documentation and Company shall have the sole discretion to decide about allowing such Participants. Legal Guardian shall mean such guardian as appointed by a District Court and/ or any other appropriate court under the relevant provisions of

the Guardians and Wards Act, 1890. Any other claim for Guardianship shall have to be established by way of proper documentation and Company shall have the sole discretion to decide about allowing such Participants. For avoidance of doubt, the Parent and/or Legal Guardian shall be an adult citizen of India who is residing in India. Going forward, this T&C shall be addressing , the Parent and/or Legal Guardians as “you”.

- g. **“Fastest-Finger First/FFF”** means that part of the Show where one question is asked to the selected Auditionee(s), who in turn shall answer the same. The first Auditionee to correctly answer the question in the least time shall be entitled to proceed to the Hot Seat as the Hot Seat Contestant.
- h. **“Hot Seat Contestant(s)”** means the winning Participant (s) of the Fastest Finger First round and who occupies the Hot Seat before the host of the Show to participate further in the Show.
- i. **“KBC Junior Week”** means the special event conducted by the Company with respect to the Show for Auditionees selected from “KBC Junior” where in selected Auditionees from KBC Junior and other audition rounds shall get an opportunity to participate in the Show as per these Rules & Regulations for the period 11<sup>th</sup> November, 2024 to 22<sup>nd</sup> November, 2024
- j. **“Rules & Regulations”** means these rules and regulations governing the KBC Junior and the participation and selection for the “KBC Junior Week”, as stated herein in entirety and as may be mutually amended by the Company from time to time;
- k. **"Show"** means the television series titled **“Kaun Banega Crorepati – Season 16”** being produced by CMEPL and telecasted on its channel Sony Entertainment Television;
- l. **“Stipulated Time”** for the purposes of the KBC Junior shall mean the period until which a Participant can answer the questions forming part of the KBC Junior contest.
- m. **“Auditionees”** means such number of the shortlisted Participants(s) as may be selected from and amongst the Participants who participated in and successfully played the KBC Junior contest anytime during the period starting from September 02, 2024 to September 09, 2024 and filled the registration form on or before September 09, 2024 for KBC Junior.

## **PROCEDURE TO PARTICIPATE IN THE KBC JUNIOR:**

**Binding Agreement:** In order for the Participant to participate in the KBC Junior contest, his/ her Parent and/or Legal Guardian for and on behalf of such Participant must agree to the Rules & Regulations. Therefore, we strongly recommend each Parent and/or Legal Guardian to please read the Rules & Regulations carefully prior to the Participant taking part in the KBC Junior contest to ensure that you understand and agree for and on behalf of such Participant with the terms and conditions of the KBC Junior contest. Parent and/or Legal Guardian agree that with the Participant participating in the KBC Junior contest made available on the Sony LIV App, you (representing the Participant) unconditionally agree to be bound by these Rules & Regulations and shall ensure that the Rules & Regulations are complied with as stated herein.

The participation under the KBC Junior contest does not require purchase of any of the products/ services offered by CMEPL.

## 1. Participation

- a) The Participants can participate in the KBC Junior by registering on the Sony LIV App. The KBC Junior contest will be accessible for participation on the Sony LIV App from September 02, 2024 to September 09, 2024. One question having four multiple choice answer options will be aired each day (of the KBC Junior Week, inclusive of start date and end date) during the telecast of the Show on the Channel, beginning from September 02, 2024 to September 09, 2024. The quiz will be available as per the following schedule:

Question	Lines open		Lines close	
	Date	Time	Date	Time
1	02-Sep-24	12:00:00 AM	02-Sep-24	11:59:59 PM
2	03-Sep-24	12:00:00 AM	03-Sep-24	11:59:59 PM
3	04-Sep-24	12:00:00 AM	04-Sep-24	11:59:59 PM
4	05-Sep-24	12:00:00 AM	05-Sep-24	11:59:59 PM
5	06-Sep-24	12:00:00 AM	06-Sep-24	11:59:59 PM
6	07-Sep-24	12:00:00 AM	07-Sep-24	11:59:59 PM
7	08-Sep-24	12:00:00 AM	08-Sep-24	11:59:59 PM
8	09-Sep-24	12:00:00 AM	09-Sep-24	11:59:59 PM

- b) The above-mentioned schedule could be added to, modified or cancelled based on programming/ technical requirements and in the event the Show is for any reason rescheduled, extended, cancelled or terminated early at the sole discretion of CMEPL.
- c) In addition to these Rules and Regulations, the participation in the KBC Junior is also governed by the terms and conditions and privacy policy of the Sony LIV App.

## 2. Steps for Registration

1. Download the SonyLIV application from the application store. Please note, the application download is free of cost, however data charges may apply. For further details on data charges, please contact your service provider.
2. Click on “KBC Junior” banner/ Access “KBC Junior” from the menu.
3. Enter the Participant’s name
4. Enter the Parent/Legal Guardian’s email ID. Please note that We will be able to get in touch with the Participant via the shared email ID.
5. The Parent/Legal Guardian’s mobile number. Please note that we will be able to get in touch with the Participant via the Parent/Legal Guardian, only if the mobile number that has been shared is registered with the service provider in India. If Participant is a first-time user, then the Parent/Legal Guardian of the Participant will be prompted to register by providing the mobile number and an OTP will be sent across to the mobile number to verify the same.
6. Choose the gender of the Participant.
7. Select the age from the options provided. Please note that only those Participants will be considered for participation in the Show who have completed 08 (eight) years of age and are below the age of 15 (Fifteen) as on September 02, 2024.
8. Please select your area of residence as per the options provided (you should have documented proof for your address)

9. Please have the Participant select an answer option (A/B/C/D) for the general knowledge-based question to complete the registration process. The entries that are received as per the above mentioned registration process by the Company within the stipulated time (“**Valid Entries**”) will be considered for further shortlisting process.
10. An on-going Participant could lose the opportunity to play one or more questions, in any of the following scenarios:
  - i. Where anyone answers a call / message / etc. on the device where the Participant is playing KBC Junior.
  - ii. Where a Parent and/or Legal Guardian and/or Participant exits the Sony LIV App being used by the Participant in the course of playing the KBC Junior;
  - iii. Where there is a network drop or battery drain-out in the course of playing the KBC Junior.
  - iv. Where the device on which KBC Junior is being played hangs during the course of playing the KBC Junior.
  - v. Where the KBC Junior or the ability of a Participant to play the KBC Junior is affected by any other network / IT / phone issues.
11. Once the answer has been submitted for a question, the Participant will not be allowed to change it. If no confirmation is received for answer submission, the server has not received the response and the Participant would be required to answer again. Please note that the Participant has to select the answer option and press the button within the Stipulated Time for the answer to be considered by the Company and the participation to be considered valid.
12. Post clicking of the answer, the Participant(s) will not be permitted to modify / alter / change the answer submitted.
13. Only the answers received within the Stipulated Time will be considered valid.
14. Any claims/queries pertaining to the correctness and authenticity of the questions and answers asked in any round of the KBC Junior contest shall be governed by the terms and conditions of the Sony LIV App.

### **3. General Conditions:**

- (i) In the event: (i) the participation of the Participant in KBC Junior is not permitted under applicable law, or (ii) you have misrepresented or do not comply with any provisions of these Rules & Regulations and the terms and conditions and privacy policy of Sony LIV App, then in either case the Company shall, in addition to being entitled to take appropriate legal action, have the right to disqualify the concerned Participant, represented by you at any stage.
- (ii) By participating in KBC Junior, you hereby represent and warrant that all information and documents (if any) submitted herein is true and accurate.
- (iii) In connection with the conduct of KBC Junior, the Company does not warrant in respect of any feature or functionality of the Sony LIV App, and you agree that the Participant will participate in KBC Junior with you having read, understood and agreed to be bound by these Rules & Regulations.
- (iv) You agree that all decisions of the Company in respect of KBC Junior are final and binding on you. Failure by the Company to enforce any of these Rules & Regulations in any instance shall not be deemed to be a waiver of the Rules & Regulations by either party and shall not give rise to any claim by any person (including other Participants). The decision of the Company shall at all times be binding and final.

- (v) If requested by the Company, the Parent and/or Legal Guardian shall sign, notarize, and return an affidavit or declaration of eligibility, liability release, publicity release, provide a copy of your permission for the Participant to take part in KBC Junior, and sign such other documents, as may be necessary or provide such information as required by the Company, from time to time, in connection with KBC Junior.
- (vi) The Company shall be not liable for any delay or adverse effect caused to the Participants as a result of any force majeure circumstances, including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, epidemic, pandemic, financial disaster/s, disruption in network connectivity, failure of the application server or system, act of God or any circumstance beyond the reasonable control of the Company.
- (vii) On participating in KBC Junior, you agree that you and/or the Participant can be involved in media activity or other promotional activity, if any, pertaining to KBC Junior.
- (viii) You (i.e. the Parent and/or the Legal Guardian) agree to defend, indemnify and hold harmless the Company, and any of each party's employees, officers or agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorney's fees) arising out of or accruing from: (i) any misrepresentation made by you (i.e. the Parent and/or the Legal Guardian) and/or the Participant in connection with KBC Junior; (ii) any non-compliance by you with these Rules & Regulations; (iii) claims brought by persons or entities arising from or related to the Participant's involvement with KBC Junior; (iv) Participant's participation in KBC Junior.

#### **4. KBC Junior Auditionees Selection**

- a) From among all the Valid Entries received, a total of approximately 560 Valid Entries will be selected by the randomizer software.
- b) While multiple entries from the same mobile telephone number will be considered by the randomizer software, once a mobile telephone number is chosen, it would not be chosen the second time during any of the rounds.
- c) The eligible Auditionees will be shortlisted by the randomizer on a daily basis from the Valid Entries received for each day (defined as the period from 12:00:00 AM to 11:59:59 PM on the same day).
- d) The shortlisting of Valid Entries by the randomizer will use the pre-defined reservation criteria on reasonable endeavors basis which is as follows:

Zones	Level 1 grid (in percentages)	Males + Others		Females	
		8-11	12-15	8-11	12-15
1	Mumbai, Delhi	3%	3%	3%	3%
2	Gujarat, Daman & Diu, Dadra & Nagar Haveli	3%	3%	3%	3%
3	Maharashtra (except Mumbai), Goa	3%	3%	3%	3%
4	Punjab, Haryana, Chandigarh, Himachal Pradesh, Jammu & Kashmir, Ladakh & Rajasthan	3%	3%	3%	3%
5	Madhya Pradesh, Chhattisgarh	3%	3%	3%	3%
6	Uttar Pradesh, Uttarakhand, Bihar & Jharkhand	3%	3%	3%	3%
7	West Bengal, Odisha, Assam, Sikkim & North Eastern States	3%	3%	3%	3%
8	Rest of India	3%	3%	3%	3%

- e) 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 at the discretion of the Company.
- f) A total of approximately 560 valid correct entries of the Participants received will be called-back through an IVR call on the number used for registration as per the details available with the Company, from September 06, 2024 to September 13, 2024 [Note: Timelines are subject to change based on degree of participation, technical issues, force majeure reasons, etc.]
- g) CMEPL reserves the right to alter/reduce/increase the number of Participants (and the selection criteria thereafter) that will be selected to participate in the audition in the KBC Junior as Auditionees, at its sole discretion.
- h) The audition, audition evaluation and shortlisting of Auditionees for the KBC Junior have been detailed in Annexure 1. The shortlisted Auditionees who have been selected for the KBC Junior to participate Fastest Finger First round shall be eligible to participate for that week only. However, in case of any special episodes or in case of cancellation of a particular episode for that week, as decided by CMEPL at their sole discretion, the Auditionees will not be eligible to participate for such days.
- i) CMEPL reserves the rights to determine and/or announce the timelines and the methodology of determining Auditionees from time to time.

### **SYSTEMS AND AVAILABILITY**

- a) Sony LIV App and its related systems are managed by CMEPL. CMEPL will not be responsible for any break or disconnection or disruption in network connectivity in any manner, irrespective of the network being used. Network issues can disrupt various aspects of the KBC Junior such as receipt of questions and submission of answer options, receipt of any sound, text, image or audio files related to the question, submission of answer chosen by the Participant, etc. The Participant is advised to remain in an area with a strong and stable/continuous mobile network signal of the telecom operator or internet service provider to ensure smooth functioning of the KBC Junior.
- b) Any loss or outrage or dissatisfaction suffered by the course of participating in the KBC Junior by a Participant would not be the responsibility of, CMEPL and/or its associates/ affiliates and CMEPL or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- c) CMEPL should not be held responsible for any loss of data or the action taken and CMEPL will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- d) You are advised to keep adequate RAM and phone memory available to ensure smooth functioning of the KBC Junior. Quitting other applications on the device will also help towards smoother gameplay in case of some phones.
- e) You are advised to keep the device from which the KBC Junior is played, adequately charged. Low battery will result in shut down of the network and / or device and that will result in the Participant not being in a position to be further selected for the KBC Junior.
- f) The Parent and/or the Legal Guardian agrees to hold harmless CMEPL and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the Participant and/or the Parent and/or the Legal Guardian and their property or device shall not be the responsibility of CMEPL or their partners.

- g) CMEPL shall not be liable for any failure of the application server or system in the course of playing the KBC Junior.
- h) CMEPL cannot guarantee or assure seamless connectivity or continuous availability of the application, server, system or software to the Participants during the conduct of the KBC Junior as these could be beyond control of CMEPL.
- i) CMEPL accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Participants(s) are unable to participate in the KBC Junior due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.

### **PERSONAL INFORMATION, CONFIDENTIALITY AND PUBLICITY**

- a) CMEPL shall keep all the information collected from the Participants of the KBC Junior confidential and shall not share the information so collected with any party (save and except its auditors or personnel on a need-to-know basis), and for the purpose of selection of Auditionees for KBC Junior.
- b) The Auditionees/ Parent and/ or Legal Guardian(s) by providing the aforesaid sensitive personal information hereby agree that the Company shall have the right to share the information so collected with such other third party as required for the purpose of the Auditionees/ Parent and/ or Legal Guardian(s) and hereby agree that they shall not file any claim against the Company for sharing of such personal information. Any information shared by the Auditionees/ Parent and/ or Legal Guardian(s) to the Company shall be handled by the Company in terms of the privacy policy of the Company.
- c) None of the Auditionees/ Parent and/ or Legal Guardian(s) shall, without the prior written approval of the Company, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the KBC Junior. The Auditionees/ Parent and/ or Legal Guardian(s) shall not disclose any information whatsoever relating to the Company to any other party. Violation of this clause shall immediately disqualify the Auditionees/ Parent and/ or Legal Guardian's prospects of further participation.
- d) The Auditionees/ Parent and/ or Legal Guardian(s) shall at all times keep confidential all particulars and details regarding the KBC Junior.
- e) The Parent and/or the Legal Guardian on behalf of the Participant hereby explicitly consent and provide permission to CMEPL to collect, use, process, store and transfer the information including any and all personal information/data so collected through KBC Junior and hereby agree that they shall not file any claim against CMEPL for use of such personal information.  
If the Participant is selected as an Auditionee, the Parent and/or the Legal Guardian on behalf of the Participant hereby explicitly consent to the transfer of the personal information so collected by CMEPL, for the purposes of the Show. Any information shared with CMEPL shall be handled by CMEPL in terms of CMEPL's privacy policy.
- f) None of the Participants and/or the Parent and/or the Legal Guardian on behalf of the Participant shall, without the prior written approval of CMEPL, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the audition process and/or the Show. The Participants and/or the Parent and/or the Legal Guardian on behalf of the Participant shall not disclose any information whatsoever relating to CMEPL to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation.
- g)
- h) The Participants and/or the Parent and/or the Legal Guardian on behalf of the Participant shall at all times keep confidential all particulars and details regarding the selection process.

### **GENERAL TERMS AND CONDITIONS**

- a) The participation in the KBC Junior shall be considered to be acceptance of these Rules & Regulations and terms and conditions available on the Sony LIV App.
- b) The Parent and/or the Legal Guardian on behalf of the Participant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with CMEPL or its affiliates, as the case may be.
- c) The Parent and/or the Legal Guardian undertake, warrant and guarantee to CMEPL that the Participant has the full legal capacity to participate in the KBC Junior in accordance with these Rules & Regulations.
- d) The Parent and/or the Legal Guardian acknowledge that the Parent and/or the Legal Guardian has voluntarily chosen to make the Participant participate in the KBC Junior at his / her free-will and the Parent and/or the Legal Guardian is willing to bear all risk, costs & consequences, if any arising from such participation in the KBC Junior. The Parent and/or the Legal Guardian confirm that they are aware of and have consented to the Participant's access to the Sony LIV App, and their registration and participation in the KBC Junior.
- e) The Parent and/or the Legal Guardian shall not have any claim against CMEPL and/or any of its affiliates connected with the Participant for the same. CMEPL or any of the affiliates connected with the Participant shall not be responsible for any such eventuality and the Parent and/or the Legal Guardian shall not be entitled to claim any compensation from CMEPL or any person associated with the Show.
- f) In the event of any fault, misunderstanding or dispute concerning any part of the KBC Junior, and/or the operation of the telephone system, the selection of the Participant at any stage, or the validity of any question or answer options, the decision of CMEPL shall be final and binding on all Parent and/or the Legal Guardian and/or the Participant(s) and other persons.
- g) CMEPL reserves the right to amend (add, delete or modify) the Rules & Regulations prospectively or retrospectively, at its discretion and without prior notice, in order to improve the KBC Junior or remedy any issues that occur.
- h) CMEPL have the right at any time to terminate or discontinue the KBC Junior without any prior intimation or notice to the public and also CMEPL is not obligated in any manner whatsoever to compensate any person or persons who have participated in the KBC Junior.
- i) Registration or participation in the KBC Junior does not guarantee a prize, gratification or award or selection for the audition process or shortlisting for the KBC Junior.
- j) If the operation of the KBC Junior is prevented by an event of force majeure or otherwise, CMEPL may cancel all or any part of the KBC Junior or take such other decision as it deems fit.
- k) If any provision of these Rules & Regulations is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules & Regulations and the remainder of the affected provisions shall continue to be valid.
- l) These Rules & Regulations and the KBC Junior shall be governed by and construed in accordance with the laws of India and the Parent and/or the Legal Guardian and/or the Participant (s) submit irrevocably to the jurisdiction of the Courts in Mumbai.
- m) CMEPL are empowered to take a decision on any case not covered by the present Rules and Regulations.
- n) CMEPL are 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 Participant(s) in any manner whatsoever, in relation to the KBC Junior and/or prize.
- o) The Parent and/or the Legal Guardian of the Participant(s) of KBC Junior agrees that he/she shall hold harmless CMEPL, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the KBC Junior or the Show including but not limited to the procedure in the KBC Junior 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 CMEPL to claim any damages or reliefs.

- p) CMEPL or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Parent and/or the Legal Guardian or any loss caused to the Participant(s) and arising as a result of the Participant(s) participation in the KBC Junior.
- q) The Parent and/or Legal Guardian hereby agree to indemnify CMEPL or its affiliates against any claims that might arise from their actions or omissions with respect to the Participant participating in the KBC Junior.

## **Annexure 1: RULES & REGULATIONS GOVERNING PARTICIPATION IN KAUN BANEGA CROREPATI JUNIOR**

It is strictly clarified that these Rules and Regulations Governing Participation in Kaun Banega Crorepati Junior will be read and accepted only by the Parent and/or the Legal Guardian (“**You/you**”) of the Participants and/or the Auditionees and such acceptance shall be binding on the Parent and/or the Legal Guardian along with the Participants and the Auditionees through their respective Parent and/or the Legal Guardian. All terms and conditions of these Rules and Regulations that are applicable on the Participants and/or the Auditionees shall be directly applicable on the Parent and/or the Legal Guardian and it shall be the sole responsibility of the Parent and/or the Legal Guardian to ensure such terms and conditions are duly complied with by the Parent and/or the Legal Guardian as well as the Participants and/or the Auditionees. The Parent and/or the Legal Guardian has read and are aware of the guidelines and any amendments thereof issued by the National Commission for Protection of Child Rights regarding participation of minors in the Show and are further aware and agree to comply with all applicable laws and regulations with respect to child rights, protection and other related matters.

### **I. CONTEST DESCRIPTION:**

“Kaun Banega Crorepati Junior” is a special segment of the quiz-based game show ‘Kaun Banega Crorepati – Season 16’ primarily in Hindi language which is being produced by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) (“**CMEPL**”/ “**Company**”) for initial exhibition on Sony Entertainment Television channel (“**Channel**”) which channel is owned by CMEPL, where participation will be from among the participants who have been shortlisted from the KBC Junior contest.

### **II. DEFINITIONS:**

1. “**Auditionee(s)**”: means such number of the shortlisted Participants(s) as may be selected from and amongst the Participants who participated in and successfully played the KBC Junior contest anytime during the period starting from September 02, 2024 to September 09, 2024 and filled the registration form on or before September 09, 2024 for KBC Junior.
2. “**Back-up Participant(s)**”: The Auditionee(s) selected to participate in the Fastest Finger First round of the Show, only in case any Contestant(s) does not appear for the shoot at the Studio, for any reason.
3. “**Company**” or “**CMEPL**” means Culver Max Entertainment Private Limited
4. “**Contestant(s)**” means the Auditionee(s) selected to participate in the Fastest Finger First (FFF) round of the Show.

Any Contestant who has made it once to the Hot Seat of any of the previous seasons of the Kids/Junior segment of Show, he/she will not be eligible to participate in this segment of the current season of the Show.

5. “**Episode**” means an episode of the Show.
6. “**Fastest-Finger First/FFF**” means that part of the Show where one question is asked to the selected Auditionees, who in turn shall answer the same. The first Contestant to

correctly answer the question in the least time shall be entitled to proceed to the Hot Seat as the Hot Seat Contestant.

7. **“Ground Auditions”**: means the ground auditions held on specific dates and venues as informed to the selected Participant(s).
8. **“Hot Seat Contestant(s)”** means the winning Contestant(s) of the Fastest Finger First round and who occupies the Hot Seat before the host of the Show to participate further in the Show.
9. **“KBC Junior”** means skill based general knowledge online contest titled “KBC Junior” available only on the Sony LIV App, which will be played by the Participants in accordance with these Rules & Regulations;
10. **“KBC Junior Week”**: means the special event conducted by the Company with respect to the Show for Auditionees selected from “KBC Junior” where in selected Auditionees from KBC Junior and other audition rounds shall get an opportunity to participate in the Show as per these Rules & Regulations.
11. **“Participant(s)”** means any natural person(s) who participates in the KBC Junior contest and who (i) is of the age 8 (eight) to 15 (fifteen) years (both inclusive) as on September 02, 2024 (ii) is a citizen of India residing in India (iii) is of sound mind and health and (iv) enters into and participates in the KBC Junior basis the unconditional consent of his or her Parent/ Legal Guardian for such entry and participation in accordance with the Rules and Regulations as defined in this document.
12. **“Rules and Regulations”**: The Rules and Regulations stated on the App governing KBC Junior, as may be amended from time to time.
13. **“Sony LIV” or “App”** means the OTT platform accessible as an application and through web, owned and operated by the Company where KBC Junior contest will be hosted
14. **“Schedule”**: An Episode or a set of Episodes to be recorded and/or recording dates as pre-determined by the Company.
15. **“Show”** means the television series titled **“Kaun Banega Crorepati – Season 16”** produced by Culver Max Entertainment Private Limited and telecasted on its Channel.
16. **“Studio”**: means the Studio at “Film City, Goregaon (East), Mumbai” or any other studio as decided by the Company where the shoot for the Show / part of the Show / promos of the Show takes place.
17. **“Winner”**: The Hot Seat Contestant(s) who correctly answers all questions posed by the Host in the Show.

## **PROCEDURE TO PARTICIPATE IN KBC JUNIOR:**

- 1) From among the Participants who have successfully completed the KBC Junior registration process during the period commencing from September 02, 2024 to September 09, 2024, approximately 560 Participants will be selected to attend the Ground Audition as Auditionees based on a pre-defined reservation criteria as mentioned herein below. Once a mobile number is chosen and confirmed for Audition, it would not be chosen the second time. Please refer to the grid below that will be used as the basis for shortlisting the auditionees:

Zones	Level 1 grid (in percentages)	Males + Others		Females	
		8-11	12-15	8-11	12-15
1	Mumbai, Delhi	3%	3%	3%	3%
2	Gujarat, Daman & Diu, Dadra & Nagar Haveli	3%	3%	3%	3%
3	Maharashtra (except Mumbai), Goa	3%	3%	3%	3%
4	Punjab, Haryana, Chandigarh, Himachal Pradesh, Jammu & Kashmir, Ladakh & Rajasthan	3%	3%	3%	3%
5	Madhya Pradesh, Chhattisgarh	3%	3%	3%	3%
6	Uttar Pradesh, Uttarakhand, Bihar & Jharkhand	3%	3%	3%	3%
7	West Bengal, Odisha, Assam, Sikkim & North Eastern States	3%	3%	3%	3%
8	Rest of India	3%	3%	3%	3%

\*In the event, there are less than the required number of Participants for a particular cell in the reservation grid, then the same will be filled-up from the remaining Participants, as selected by the randomizer.

- 2) Any Contestant who has made it once to the Hot Seat of any of the previous seasons of the Show, he/she will not be eligible to participate in this segment of the current season of the Competition.

An Interactive Voice Response (IVR) call will be made to notify such selected Auditionees for Auditions by telephone. The IVR call flow will be as follows:

- i. The Auditionee(s) will receive a call on their registered mobile number. If Auditionee is busy or not reachable then 2 more attempts will be made to call the Auditionee.
- ii. The IVR will welcome the Auditionee and asked for preferred language option which is press 1 for Hindi and 2 for English.
- iii. The Auditionee will be asked to enter the age in completed years as on September 02, 2024 (for example, if a person is 11 years and 5 months old, they will have to enter 11).
- iv. The Auditionee will be asked to enter gender (1 for male, 2 for female, and 3 for others)
- v. The Auditionee will then be informed that they have been selected for the Ground Audition round to be held on the specified date and venue and ask for their confirmation for attendance (1 for Yes, 2 for No). If Auditionee selects 'No' then the IVR will tell the Auditionee that they cannot participate further, and the call will get disconnected.
- vi. The Auditionee will be informed of the shoot dates and confirmation of attendance will be taken (1 for Yes, 2 for No). If Auditionee selects 'No' then the IVR will tell the Auditionee that they cannot participate further, and the call will get disconnected.
- vii. The Auditionee will then be informed that they would be required to provide proof of identity, proof of address and recent bill copy of the registered mobile number as per any of the specified documentation.
- viii. The Auditionee will then be provided guidelines regarding the ground audition with respect to registration, GK test and instructions for personal interview round.

- ix. The call will end with a thank you note.
- 3) If any of the information requested during the IVR is not provided by the Auditionee(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.
- 4) Channel and Company are not responsible if the IVR call is not successful due to including but not limited to the following reasons:
- i. Line being busy
  - ii. No answer received
  - iii. Call drop
  - iv. Network issues, no balance, etc
  - v. Other reasons that could render a call unsuccessful or terminate it.
- vi. 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.
- vii. The Company shall not be responsible and/or liable in any manner whatsoever in case the Auditionee(s) is unable to participate in the audition process due to failure in delivery of the confirmatory call.
- viii. The Company at its sole discretion may decide to conduct the callouts manually through Call Centre Executives (CCEs) at any given time as they deem fit.
- 5) The process for the Ground Audition will be as described below:
- (i) Written Test for the Individuals**
- The Auditionees will be seated in a hall for the entrance test.
  - The doors to the room will shut at 9.00 am or at such time as the Company may decide in its sole discretion. Auditionees arriving later than such time will not be eligible for participation in the Auditions. The Company reserve the right to increase / decrease / alter the number of Auditionees at any audition centre or conduct the audition slot wise.
  - The Auditionees will be given a certain fixed amount of time to fill out their answer options (A / B / C / D), on their answer sheet.
  - In the event the answer sheet is lost, unreadable, incomplete or untraceable e.g., the Auditionee's name / number is not mentioned on it, such Auditionee may be disqualified.
- (ii) Personal Interviews**
- Top 100 Auditionees who have scored the highest in the Written Test will have to undergo a personal interview.

- The Company reserves the right to increase/decrease the number of Auditionees to be shortlisted for the Ground Audition as they deem fit. In such a case, the final number of Auditionees to be shortlisted for the Ground Audition round shall be communicated by the Company to the Auditionees at the Audition venue.
  - The Ground Auditions will be taped for future reference by the Company.
  - In the event of any unforeseen loss of recordings, Company at its own discretion may request Auditionees to appear for a repeat Audition session.
  - The Company reserve the right to increase / decrease / alter the number of Auditionees at any audition centre or conduct the audition slot wise.
- 6) The Auditionees will have to carry with them the following documents to the audition venue:
- a) 4 recent passport sized color photographs of the Auditionee
  - b) For valid name proof of the Auditionee (any one of the following):
    1. Birth Certificate along with school marksheet
    2. UID/Aadhar Card
    3. Passport
  - c) For Valid address proof of the Parent and/or Legal Guardian (any one of the following):
    1. Landline Phone / Electricity Bill
    2. Passport
    3. Voter ID
    4. Driver's License or
    5. Ration card
    6. UID / Aadhar card
  - d) For verification of the registered mobile number:
    1. UID / Aadhar card
    2. Recent copy of the phone bill used to register for the Show
  - e) Proof of relationship between the Auditionee and Parent and/or Legal Guardian:
    1. Birth Certificate
    2. Legal guardian affidavit
    3. Legal custody documents
    4. Passport

(The Auditionee will need to carry the original document and 2 self attested photocopies of each document. All the above-mentioned documents must be in English or Hindi only. Submission of the aforesaid documents does not imply that the Auditionee has been selected for further participation.)

- 7) All Auditionees shall maintain the decorum of the Audition venue and shall abide by the Rules & Regulations thereof. Further the instructions of the Company shall be adhered to strictly. Any Auditionee who acts in contravention to the instructions of the Company or creates nuisance either to the Company 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.
- 8) The decision of the Company in connection with the Audition including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Company shall be final and binding on all concerned.

- 9) The Auditions may be moved to an online platform to abide by the Central or State Government issued guidelines or regulations related to Covid-19 pandemic or any other epidemic or pandemic. In such cases, the Company will not be liable to reimburse any travel and accommodation expenses.
- 10) The Company reserves the right to conduct online personal interviews (PI) as they deem fit of the Auditionees who could not attend the On-ground auditions for any reason.
- 11) The Company also reserves the right to use some of the first (1st) round Auditionees, as it may deem fit, for the second (2nd) or any subsequent rounds of Auditions. The dates for any subsequent rounds of Auditions will be subsequently informed to the relevant shortlisted Auditionees.
- 12) A three-member jury i.e. including an independent member (“**Judges**”) will select the final set of participants on the basis of the personal interview of the Auditionees. The Judges will make two lists of selected Auditionees i.e. the Participants – Participants that will be selected for the Fastest Finger First round and the other list of Participants will be used for replacement purposes. The Company may require the Legal Guardian/Parent to sign an undertaking or declaration any other similar documents on behalf of the Participants prior to them attending the shoot, with regard to their participation. The Legal Guardian/Parent on behalf of the Participants hereby agrees to sign all such documents that may be required by the Company and any refusal by the Legal Guardian/Parent to sign such documents shall give Company the right to disqualify such Participants.
- 13) The decision of the Company in connection with the audition, including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Company shall be final and binding on all concerned. Two lists of Participants will be selected for the Fastest Finger First round, out of which one list of Participants will be used for replacement purposes.
- 14) Also, 1 Auditionee will be shortlisted from Mumbai (based on performance evaluation score) as “stand-by” in order to replace any confirmed shortlisted Auditionee who is a “no-show” on the day of the shoot. However, the Company does not guarantee such an Auditionee will get an opportunity to participate in the Show.
- 15) The representatives of the Company (“**Representatives**”) will notify the Legal Guardian/Parent of the selected Contestants of their selection for the Fastest Finger First round and ask for confirmation of their details (name, gender, date of birth and address), after which the Representatives will inform the selected Contestant of the shoot date and documentation requirements, based on finalized shooting schedules. The Legal Guardian/Parent of the Contestant is requested to carry a valid English/Hindi Identity proof and 3 passport size color photographs of the Participant(s) to the Studio for the shoot. In case of non-availability of Contestant or of his/her supporting documentation, further participation will not be permitted.
- 16) For the Shoot, the Company may cluster the shortlisted Contestants based on creative requirements of the Show. No questions / queries will be entertained based on the same. The Company reserves the right to alter or modify the cluster without providing any reasons / justifications for the same to any person or Contestant(s).

- 17) The Contestant will be permitted to bring along one Parent or Legal Guardian for the shoot of the Episode. The Participant(s) and his/her respective Parent or Legal Guardian will travel at their own risk.
- 18) The Company shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the Contestant(s) and one Parent or Legal Guardian who have confirmed attendance with the Company. The travel and stay arrangements will be made as per the Company's discretion and any request in this regard by the Parent/Legal Guardian or the Contestant shall not be entertained. However, in case of Contestant(s) residing in Mumbai, the Company shall not be responsible for making any accommodation arrangements.
- 19) The Contestant(s) who have been selected for this special week to play in Fastest Finger First round shall be eligible to play for that week during the period 11<sup>th</sup> November 2024 to 22<sup>nd</sup> November 2024. However, in case of any special Episodes or in case of cancellation of a particular Episode for that week, the Contestant(s) will not be eligible to play for such days as decided by the Company at their sole discretion.

All Contestant(s) agree to conform to the terms and conditions stated herein along with any rules and regulations which may govern the Competition.

- 20) The Rules and Regulations have been originally written in English and translated in Hindi. In case of any conflict in the interpretation of the clauses between the Hindi and English rules and regulation, the interpretation of the English rules and regulations shall prevail.
- 21) Contestant(s) will not be confirmed as Contestants for the Show if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, etc.). It is the responsibility of the Legal Guardian/Parent that the Contestant to be medically fit for participation. Nevertheless, the final decision regarding their participation in the studio part of the Show rests entirely with the Company. If the Contestant suffers from any medical condition or is diagnosed with any medical conditions during the shoot of the Show, such that the Contestant will be unable to shoot of the Show any further or his/her presence on the sets might put the others on the sets at risk of contracting the same medical conditions/issues, then the Company may choose to cancel such Contestants participation, at whatever stage the same might be.
- 22) If the Company has reasons to believe that the Contestant or his/her Parent or Legal Guardian shows any symptoms of having contracted COVID -19 or any other communicable infections/diseases, then the Company shall have, in its sole discretion, the right to cancel their participation, at any given stage and the Contestant or his/her Parent or Legal Guardian hereby agree not to make any claims in this regard. The Company shall at no time be responsible for any medical expenses of the Contestant or his/her Parent or Legal Guardian. The Parent or Legal Guardian hereby undertakes to keep the Company promptly inform in the event the Contestant or his/her Parent or Legal Guardian is feeling unwell or has any symptoms of having contracted COVID-19 virus. Any delay or failure on part of the Parent or Legal Guardian to inform the Company of his/her symptoms can lead to disqualification.
- 23) The Parent or Legal Guardian and the Participant hereby undertakes to adhere to all health and safety guidelines issued by the Company. The Parent or Legal Guardian shall ensure that the Participant follows and abides by all the instructions given by the Company with respect to the shoot of the Show including but not limited to all instructions issued by the Company or any



production house designated by the Company with respect to curbing the spread of the COVID - 19 virus. The Company reserves the right to terminate the participation of any Participant at any stage in the event the Contestant fails to follow any instructions of the Company with respect to the Show.

- 24) The Company may require the Parent or Legal Guardian to make an undertaking or declaration any other similar documents prior to them attending the shoot, with regard to their participation. The Parent or Legal Guardian hereby agrees to sign all such documents that may be required by the Company and any refusal by the Parent or Legal Guardian to sign such documents shall give Company the right to disqualify such Contestant.
- 25) The Parent and/or the Legal Guardian hereby acknowledges that any prize money payable to the Winner(s) shall be paid in accordance with the guidelines and any amendments thereof formulated by the National Commission for Protection of Child Rights (“**NCPCR Guidelines**”). The Company shall not entertain any requests for the payments of the prize monies to be made by any other method.
- 26) The Company reserves the right to record the personal interview as part of the selection process and for future reference. However, the Parent/Legal Guardian or the Auditionees cannot record the personal interviews. In the event of any unforeseen loss of recordings, the Company may, at its own discretion, request Auditionees to appear for a repeat personal interview session. The Company reserves the right to increase/ decrease/ alter the number of Auditionees at any point.
- 27) The Company reserves the right in its sole and absolute discretion to amend, alter, modify, change, vary or terminate the Show, format any Rules & Regulations mentioned and accordingly the rules for registration, process of Auditions, Eligibility criteria, Rules and Regulations, and/or the Show at any time, at its sole discretion, without giving any prior notice to the Parent or Legal Guardian or Participant(s) and it shall be the sole responsibility of the Parent/Legal Guardian on behalf of the Participant(s) to check the Rules and Regulations from time to time.
- 28) The Parent/Legal Guardian hereby acknowledges that the Participant has voluntarily chosen to participate in the Show at his / her free-will and is willing to bear all risk, costs and consequences arising from such participation in the Show. 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 Rules & Regulations or otherwise prevent the Participant(s) from participating in the Show or the broadcast, promotion, exploitation or sponsorship thereof.
- 29) The Parent/Legal Guardian hereby represents that the Participant and/or the Parent/Legal Guardian has not been accused or convicted or is otherwise involved in any criminal offence (including but not limited to acts of moral turpitude and harassment) and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing. That the Participant and/or the Parent/Legal Guardian 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).

- 30) The Parent/Legal Guardian hereby agree and irrevocably acknowledge that the Company shall have the sole and exclusive right including but not limited to intellectual property rights (copyrights and trademarks) and other proprietary rights in and to the Show, and all its components whatsoever.
- 31) All the intellectual property rights with respect to the performance of the Participant(s) either in the Auditions or in the Show including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived in favour of the Company and the Parent/Legal Guardian hereby agree not to claim or enforce any of the aforementioned rights in any court, tribunal or any other forum whether in India or anywhere else. The Parent/Legal Guardian also consent to the Company's right to reproduce his/her picture or the recording provided by the Participant (s) or portray the Participant(s) in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes of the Show or any other Show of the Company, except where prohibited by law. The Parent/Legal Guardian also consents to the Company's right to use Participant(s) name, voice or picture, or the content of his/her Auditions or participation in the Show or interviews etc, without any further permission or compensation for such use in any and all media now known or in commercial use or developed based on media now known or in commercial use. The Parent/Legal Guardian grants the Company irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Auditions and with respect to the Participant's performance in the Show, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Parent/Legal further knowledge or consent.
- 32) The Parent/Legal Guardian hereby agree and consent to the collection, recording, processing and storing of the audition videos submitted and the personal interviews during the audition round. Further, any photographs, videos etc. submitted to the Company or recorded by the Company during the audition or registration procedure shall on submission / creation become the property of the Company ("Materials") and shall be available to the Company for exploitation throughout the world in perpetuity. The Parent/Legal Guardian hereby waives off all the rights that they may have with respect to such Materials.
- 33) The Parent/Legal Guardian undertake that the Participant(s) and/or the Parent/Legal Guardian shall not violate the rights of any third party including but not limited to privacy rights, copyrights, trademark or any other intellectual rights; shall not upload, store, collect, transmit or cause the upload, storage, collection, transmission, of any information through the website(s) which violates any applicable laws, including, inter alia, belonging to another person; or is harmful, harassing, blasphemous, defamatory, obscene, invasive of other's privacy, pedophilic, libelous, hateful, or racially, ethnically objectionable, disparaging, harms minors in any way, violates any law for the time being in force.
- 34) The Company shall keep all the information collected from the Participant(s) and/or the Parent/Legal Guardian (on behalf of the Participant) (including videos submitted and interviews conducted) confidential and shall use the same for the purpose of inviting the Participant(s), if selected. Each Participant, by electing to participating in the Show, hereby explicitly consents to the collection, storage and processing of such personal data collected from him/her. The Company agrees that such personal data shall be collected and processed only for the purposes of the Show.

- 35) 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, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Company shall not be liable for any loss of data.
- 36) The participation in the Audition and/or the Show will be construed as an acceptance of providing contact details on the aforementioned application service /websites and the consent to allow the Company to use the contact details for any other use, and or transfer the same to any third party/agencies to collect, maintain and share the same solely for the purpose of use in connection with the present Show or any other allied activity such as marketing connected to the Show. Any and all personal information collected hereunder shall be collected, stored, processed and dealt with in accordance to the Company's Privacy Policy. Please refer to the Company's Privacy Policy that governs the use of your personal information. Participants agree and acknowledge the Rules & Regulations, Privacy Policy and Terms of Use as put up on the application service /website [www.sonyliv.com](http://www.sonyliv.com) in addition to the conditions set out in this document.
- 37) The Parent and/or Legal Guardian of the Winner(s) and/or the Contestant(s) and/or Participant(s) of the Show agree that he/she shall hold harmless the Channel, Company, 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, any third party claims including but not limited to any claims of infringement of any third party rights and shall also not file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against sponsor and/or the Company to claim any damages or reliefs.
- 38) Participation in this Show and the Audition process is free of cost and all Participant(s) are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Company abhors such practices and disclaims all responsibility for the same. The Company shall not be liable to any Parent and/or Legal Guardian for any amount paid in this regard.
- 39) The Company shall not be under any obligation to Participant or Parent and/or Legal Guardian and shall have no obligation or rights in relation to the Show and shall have no claims whatsoever against the Company relating to the selection process, gratification or the running of the Show.
- 40) The Company shall not be responsible for any errors or omissions in the Rules & Regulations contained herein. All information provided is provided "As is" without warranty of any kind. To the fullest extent permitted by applicable law, the Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the Show, App. Without limiting the foregoing, the Company specifically disclaim any warranty (a) that the App will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the App (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Participant(s) use of the App, online entry form results in the need for servicing or replacement of Participant (s) or another's equipment or data, the Company are not responsible for those costs.
- 41) The Parent/ Legal Guardian hereby agrees and acknowledges that it shall be such Parent's/ Legal Guardian's complete responsibility in case of Participants to ensure that the Participant's school/

institute's attendance and education is not affected due to his/ her minor child's participation in the Auditions and/or Show (if selected). The Parent/ Legal Guardian hereby undertakes to be fully responsible towards Participant's education and shall ensure that the Participant's education & welfare will not be affected in any manner while permitting him/her to participate in the Auditions, subsequent round of Auditions and/or Show. The Company or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Parent/ Legal Guardian or the Participant(s) and arising as a result of his/her participation in the Audition or the Show Part, if selected.

- 42) Apart from the entitlement to be part of the Show, the Legal Guardian/Parent and/or Participant or his / her legal heirs will have no other rights or claims against the Company. For the sake of clarity, it is stated that the Participant(s) of the Audition or the Show shall not be paid any consideration.
- 43) The Company and its sub - contractors shall not be held responsible or accountable to any of the Participant and/or the Parent/Legal Guardian, for any loss, injury or any other liability which may arise, enroute while attending the Studio Part / Show / shoot or while participating in the Show and for which the Parent/Legal Guardian will be required to sign an indemnity in favor of the Company. The Parent/Legal Guardian agree to release, discharge, and covenant, not to sue the Company 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 Parent/Legal Guardian involvement in the selection process.
- 44) The Parents and/or Legal Guardians (on behalf of the Participant) and their legal heirs hereby shall hold harmless and indemnify the Company, affiliates, group companies, partners, sponsors, process advisors and evaluators, process partners, its agents, representatives, its employees, officers, and directors. contractors, partners or other persons used by them in relation to this Show and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Company, or by any third party in connection with the Participant's participation in the Auditions or the Show, winning the prize money, or awarding or the use or misuse of any prize and shall reimburse the Company for any loss, costs, expense, or damage to which said indemnity applies.
- 45) Any conflict related to various provisions and interpretation of these Rules will be addressed by the Company. The decisions of the Company shall be final and binding.
- 46) The Parent/Legal Guardian shall not offer any bribe or make any requests to any members of the Company to get any favors. Any such acts shall eliminate the Participant from Show. Any fraud or misrepresentation in respect to entries or tampering of Audition process will attract legal action and disqualification from the Show. The Company's decision shall be final and binding.
- 47) None of the Parent/Legal Guardian or the Participant shall, without the prior written approval of the Company, 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. The Parent/Legal Guardian shall not disclose any information whatsoever relating to the Company/Producer to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation.

- 48) As part of Participant' contribution to the Show, the Company may request Participant(s) to participate in any online/interactive activity relating to the Show including without limitation recordings of webcasts, interviews and participation in so-called 'chat-rooms'. The Parent/Legal Guardian (on behalf of minor Participant) hereby agree to participate in any and all such marketing and promotional activities, as required by the Company.
- 49) Taking part in the registration process shall be deemed to be acceptance by the Participant and/ or Parent/ Legal Guardian(s) (on behalf of Auditionee/ Participant) to receive promotional messages from the Company or any third party so authorized by the Company regarding current and future seasons of the Show.
- 50) The Company shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Participant(s) and/or the Parent/Legal Guardian in the event that the Company is not able to permit the Participant(s) to take part in the Audition or Show in accordance with any of the foregoing provisions.
- 51) The Company shall not entertain any request by the Participant(s) and/or the Parent/Legal Guardian for change in the dates and time of Audition or the Shoot.
- 52) The Company may in its sole discretion exclude a Participant from participating in the Audition or the Show which may include without limitation (i) circumstances which, in the Company's view, renders the Participant unfit to participate therein; (ii) inability to produce documentation specified by the Company proving the identity of the Participant; (iii) any other reason that, at the discretion of Company, would adversely impact the Company, Channel or Show.
- 53) At no point of time will the Company be obliged to notify unsuccessful Participants of its decision.
- 54) The Company will have no liability to a Participant(s) who is unable to attend or take part in the Show for whatever reason and the Company shall be entitled to disqualify the Participant(s), replace any such Participant(s) from the Show at any time, at the discretion of the Company.
- 55) In the event that there is a tie between two (or more) Participant(s), the Company shall be entitled to determine in its absolute discretion which Participant(s) is eliminated and/or which Participant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Participant(s) as it in its absolute discretion deems necessary. No enquiries, appeals, verbal or written, shall be entertained in this regard.
- 56) In the event of any fault, misunderstanding or dispute concerning any part of the Show, and/or the operation of the telephone system, Ground Auditions, call-backs, the selection of Participant(s) at any stage, the decision of the Company shall be final and binding on all Participant(s) and/or the Parent/Legal Guardian. The Company of the Show is empowered to take a decision on any case or instances not covered by the present Rules and Regulations.
- 57) The Company has the right at any time to terminate the Show without any prior intimation or notice to the public and also the Company is not obligated in any manner whatsoever to compensate any person or persons who have participated and/or who are participating in the Show and/or accommodate any person or persons who have been selected in the Show.
- 58) The Parent/Legal Guardian specifically agree not to file in person / through any family member and / or any third party any applications, criminal and/ or civil proceeding in any courts or forum in India against Company and/or their directors, process advisors and process auditors, employees,

officers, affiliates or subsidiaries to claim any damages or relief of any nature in any manner in connection with the Audition or the Show. However, in the event, the Participant and/or Parent/Legal Guardian are found to be causing any disturbance or disruption before, during or after the Audition or the Show, then the Company shall have the right to immediately remove or disqualify the Participant.

- 59) The Company reserves the right to disqualify the Participant(s) in case a discrepancy is found to exist in the information provided by the Participant and/or the Company has sufficient reason to believe there is breach of any of these Rules & Regulations by the Participant and/or any technical errors which in the opinion of the Company render the Audition invalid, at any point in time during the Audition period or otherwise. The Company has the right to substitute an alternative Audition method at its absolute discretion.
- 60) The Company shall not be responsible for any break or disconnection or disruption and/or liable in any manner whatsoever for any network problem, unclear network, disruption in the network, connection failure, electricity failure, internet service provider, facility provider, or due to capacity constraints or any other reason whatsoever irrespective of the network being used. In addition, the Company shall not be responsible and liable in any manner whatsoever in the event of any failure in the audition process including without but not limited to telecom failure, session failure, logging failure, close or any other difficulties of such nature due to which the Participant(s) is charged by the telecom operator and/ or is unable to participate.
- 61) While all attempts will be made to protect the data from loss and/or corruption, the Parent/Legal Guardian hereby agree and acknowledge that all systems are prone to failure and hacking attempts. In the event of any data loss, the Company shall make reasonable endeavors and may disqualify all the registrations received or conduct a re-registration or continue with whatever data available in the manner it deems fit. The Company will not be responsible for any damage resulting from the loss of data or action taken by the Company on account of the same. The Company shall not be responsible to make good any loss or dissatisfaction suffered by the Participant(s) and/or the Parent/Legal Guardian on account of such loss.
- 62) The Parent/Legal Guardian shall comply and shall ensure that the Participant(s) further comply with all the applicable laws of India. The Parent/Legal Guardian shall also comply and shall ensure that the Participant(s) comply with the Rules and Regulations including the Rules & Regulations of the App.
- 63) If any provision of these Rules & Regulations is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules & Regulations and the remainder of the affected provisions shall continue to be valid.
- 64) These Rules & Regulations and the Show shall be governed by and construed in accordance with the laws of India and the Parent and/or the Legal Guardian submit irrevocably to the exclusive jurisdiction of the Courts in Mumbai.