

**DRAFT**  
**AUDITIONS TERMS & CONDITIONS**

“Entertainment Ke Liye Aur Bhi Kuch Karega” is a competition based variety entertainment show aired on Sony Entertainment Television channel (“Channel”) owned by Multi Screen Media and/or its affiliates (“MSM”) and produced by Wizcraft International Entertainment Pvt. Ltd. (“Production House”) for MSM. The participants have to entertain the judges and the studio audience for atleast one (1) minute with their performance to win a cash prize. It is an innovative show where we are looking for participants with unique talent that could be in the form of singing, dancing, stunts, daredevilry, acrobatics, comedy act and anything which has a ‘WOW’ factor to it (“Act”).

1. In order to participate in the subsequent series of Entertainment Ke Liye Aur Bhi Kuch Karega (“**Program**”), each participant (the “**Participant(s)**”) must shoot a video of his/her performance or provide description about his/her Act which shall not be more than three (3) minutes or and upload the same on MSM’s website [www.setindia.com](http://www.setindia.com) (“Website”) alongwith their name, address, age and contact details (“Entry/ies”).
2. Production House in its sole discretion shall choose the Participant on the basis of the selected Entries for on ground audition to participate in the Program. (“Audition”). No participation fee shall be charged for Entries to participate in the Audition. Details with regard to date and venue of Audition shall be intimated to the shortlisted Participants by Production House.

**ELIGIBILITY AND CONDITIONS:**

1. Participants must be citizens of India residing in India. Residents of other countries and non-citizens of India are not eligible to participate. The Participants must have a valid nationality proof like passport, PAN Card, Ration Card etc.
2. Entries shall be open from \_\_\_\_\_, 2009 through \_\_\_\_\_, 2010.
3. Employees, agents and promoters (including their immediate family members) of MSM and/or Production House, and of its divisions, affiliates and subsidiaries, and others associated with the Program in any manner, are not eligible to participate in the Program.
4. Each Entry must contain the following information for making an eligible Entry to participate in the Audition: Name, Age, Address, Telephone No., and details/performance of the Act in accordance with stipulated time period.
5. Production House shall, in its sole discretion, select the Entries for Audition. Shortlisted Entries shall be verified by the auditors if required, appointed by Production House for the purposes of background check of the Participants. All matters pertaining to the Audition is final and no correspondence in this regard will be entertained.
6. The shortlisted Participants shall come to such location of Audition to be intimated by Production House at their own cost. MSM/Production House shall have the right to film the Audition along with the participation, appearance, interview of the Participant and telecast the same on MSM’s network of channels (“**Recordings**”), and all the copyrights in such Recordings shall be owned by MSM and/or its affiliates in perpetuity throughout the world across all forms of media now known or hence forth devised.

7. By participating in the Program, each Participant agrees to follow the terms and conditions specified herein and to be bound by any decisions made by MSM or Production House in its sole discretion.
8. The Participants to be chosen for Audition will be notified by the Production House over provided telephone number by Participants as well as on MSM's Website.
9. Mere participation by way of sending the Entries do not entitle the Participants to participate in the Audition of the Program.
10. The MSM is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided herein is provided "As is" without any guaranty of any kind to participate in the Audition. MSM makes no representations and disclaims all express, implied, and statutory guaranty and assurance of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, or fitness for any particular purpose.
11. By uploading the Entries, the Participants waives all copyrights, rights of publicity and any related rights and consents to MSM's or Production House's right to picture, tape or portray him/her as a Participant, and to exhibit this material 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. The Participant also consents to the MSM's and/or Production House's right to use his/her name, voice or picture, or the content of his/her Entry.
12. Please forward any questions or comments regarding Audition in the following address:

**Wizcraft International Entertainment Pvt. Ltd.**

5th Floor, Satyadev Plaza, Behind Bhagwati House,  
Fun Republic Lane, Off Link Road, Andheri (West), Mumbai

13. For a copy of these terms and conditions, or in case of any clarity, the Participant may contact the aforesaid address specifying a request. However no queries will be entertained on the result of the shortlisted Participants.
14. Under no circumstance, shall MSM and/or the Channel their directors, employees, officers, affiliates or subsidiaries, be liable to the Participants and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever.
15. Participants agree that they shall indemnify, defend and hold harmless MSM and the Channel, its directors, employees, officers or representatives in connection with the their Entry for Audition and/or any claims or alleged claims on the authenticity of their Acts. Participants shall also not file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against MSM to claim any damages or reliefs.
16. MSM is not responsible for any errors or omissions in the information provided herein or on the Channel website or anywhere else. All information provided for the Awards is provided "as is" without warranty of any kind with respect to Audition. MSM makes no representations and disclaims all express, implied, and statutory warranties of any kind to you and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness or fitness for any particular purpose.
17. MSM and/or its directors, employees, officers, affiliates or subsidiaries shall have no liability in tort, contract, or otherwise to the Participants. Any Entry which shows violence, obscenities or vulgarity or nudity shall not be entertained and the Participant shall solely be responsible for any criminal liability arises by uploading so.

18. Participants agree to fully indemnify and to agree to keep MSM fully indemnified at all times against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities howsoever incurred by MSM in consequence of the exploitation of Recordings or any content uploaded by him/her while making an Entry which is prohibited by Indian law. Animals shall be allowed to be a part of the performances provided the animal is unharmed in the process of the Act. Participant shall comply with all the rules and regulations made by Animal Welfare of India in this regard.
19. Under no circumstance shall MSM and/or the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participants and/or any third party for any Entry lost in transit and/or lost opportunity and/or misappropriation of any kind, in indirect, special, consequential, incidental, or punitive damages whatsoever, even if MSM has been advised of the possibility of such damages.
20. MSM and its affiliates, subsidiaries reserve the right to cancel/ postpone/ stop/ terminate the Audition and/or make any amendments to the existing rules for the Auditions contained herein, without prior notice and in its sole discretion.
21. The Audition shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to Audition are subject to the exclusive jurisdiction of the courts at Mumbai only.