

**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 and upload the same on MSM’s website [www.setindia.com](http://www.setindia.com) (“**Website**”) alongwith their Full name, complete residential address, age, telephone number and other contact details (“**Entry/ies**”).
2. Production House in its sole discretion shall choose the Participants on the basis of the Entries, for on ground auditions of the Program. (“**Audition**”). No participation fee shall be charged for Entries in the Audition. Details of the date and venue of Audition shall be intimated to the shortlisted Participants by the Production House.

**ELIGIBILITY AND CONDITIONS:**

3. 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. and the Participants shall produce the same at the request of the Production House.
4. Entries shall be open from November 25, 2009 through February 28, 2010 (“**Period**”).
5. 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.
6. 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. Only those Entry/ies which are sent in the manner prescribed in point 1 of this terms and conditions during the Period shall be considered as valid entry/ies (“**Valid Entry/ies**”).

7. Production House shall, in its sole discretion, select the Valid Entry/ies for Audition after carrying out the background check of the Participants.
8. Only short listed Participants will be notified by telephone/email/fax/letter by the Production House, of the dates and venue of Audition. Decision of MSM/Production House in all matters pertaining to the Auditions and selection of Participants shall be final and no correspondence in this regard shall be entertained. MSM/Production House shall not be obliged to notify unsuccessful Participants of its decision.
9. All expenses incurred by the Participants in connection with the Auditions, including but not limited to costume, make-up, travel & food expenses, shall be the sole responsibility of the Participants. Participants shall not be given any additional space like dressing room or make up room for change of costumes or for make-up or for any such other purpose.
10. All Auditions will be subject to such timing stipulations and requirements as may be determined by MSM/Production House and MSM/Production House makes no representations, warranties nor provides any undertaking to any of the Participants that any or all of the Participants will be able to perform or audition at the time and/or place in accordance with the terms and conditions set out in herein. MSM/ Production House shall neither be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Participants in the event that MSM/ Production House is not able to permit the Participants to perform or audition in accordance with any of the foregoing provisions.
11. Participants who are under any contract which will prohibit him/her from entering into any management contract/performance recording contract and/or merchandising contract are prohibited from participating in the Audition.
12. Participants should not have any criminal record and/or be declared as an insolvent and/or of an unsound mind.
13. By sending Entry/ies for the Auditions, the Participants waive all copyrights, rights of publicity and any related rights and consents to MSM's right to picture, tape or portray him/her as a Participant in the Audition, 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, except where prohibited by law. The Participants also consent to MSM's right to use his/her name, voice or picture, or the content of his/her Auditions.
14. Participants grants MSM irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Audition, 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 Participants further knowledge or consent.

15. Participants shall indemnify and hold MSM/Production House harmless from any claims, expenses, damages or any other payments of any kind arising in any way out of the use of participants name, image, voice and likeness.
16. MSM/Production House reserves their right to select and declare or not to declare the Participants who are selected in the Auditions.
17. It is the responsibility of the selected Participants to make themselves available for the Auditions and in the event such selected Participants do not show up for the Auditions, MSM may, at its discretion, afford another opportunity to appear or disqualify them.
18. MSM/Production House has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Audition/Program. All personal details and information requested by and supplied to the Production House by each Participant must be truthful, accurate and in no way misleading. MSM/Production House reserves the right to disqualify any Participant from the Audition in its sole discretion, should the Participant at any stage supply untruthful, inaccurate or misleading personal details and/or information.
19. Participants release MSM and its respective divisions, affiliates, subsidiaries, branches, directors, officers, employees and agents, as well as all others associated with the development and execution of the Auditions, from and against any and all liability with respect to or in any way arising from this Auditions, including liability for personal injury, except where prohibited or limited by law.
20. Notwithstanding any other provisions in this Agreement, MSM/Production House may, at its sole and absolute discretion, hold additional Auditions on such other dates and at such places as it may determine and the Participants shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by MSM/Production House and shall attend at any and all such additional Auditions. MSM/Production House also reserves the right to change the terms and conditions of Audition as contained herein and to alter or terminate the Audition at any time without prior notice.
21. Non conformance of the terms & conditions stated herein shall result in disqualification from participation in the Audition.
22. MSM/Production House shall be entitled to take necessary action for and against the Participants or any interested/intended Participants for any misbehaviour and/or for creating any unrest at the venue on the day of the Auditions. Any disturbance, illegal or unethical act in or outside the venue and/or related to the Program will lead to immediate disqualification.
23. By participating in the Audition each Participant agrees to follow and accept the terms & conditions stated herein and to be bound by any decisions made

by MSM/Production House, including any interpretations of these Audition terms & conditions

24. It is a condition of entry and participation in the Audition/Program that the Participants who wish to make themselves available to participate in the Audition/Program, agree and sign up the Release Form (if provided) and abide by terms and conditions of such Release Form and terms and conditions as devised from time to time by MSM/Production House. As part of Participants contribution to the Program, MSM/ Production House may request the Participants to participate in any online/interactive activity relating to the Audition/Program including without limitation recordings of web-casts, interviews and participation in so-called 'chat-rooms'.
25. Auditions shall be void to the extent prohibited by law. All relevant national and local laws apply. All disputes to be settled within the jurisdiction of the Courts in Mumbai only.
26. 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
27. 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.
28. Under no circumstance, shall MSM and/or the Channel their directors, employees, officers, affiliates or subsidiaries, or the Production House 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 .
29. Participants agree that they shall indemnify, defend and hold harmless MSM, the Channel, its directors, employees, officers or representatives and the Production House in connection with their Entry/ies 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/Channel/ Production House to claim any damages or reliefs.
30. Production House and/or MSM and/or its directors, employees, officers, affiliates or subsidiaries shall have no liability in tort, contract, or otherwise to the Participants. Any Entry/ies 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.
31. 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 the recordings or any content uploaded by the Participants 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. Participants shall comply with all the rules and regulations made by Animal Welfare of India in this regard.

32. MSM/Production House reserve the right to cancel/ postpone/ stop/ terminate the Audition and/or make any amendments to the existing rules for the Auditions contained herein, at any given time without incurring any liability whatsoever, without prior notice and in its sole discretion.