

## INDIAN IDOL SERIES 4

### RULES AND PROCEDURES GOVERNING THE COMPETITION (THE “COMPETITION RULES”).

#### 1. Definitions

- a) “**Competition**” The competition comprised of within the Programme including without limitation the Regional Auditions and each round leading up to and including the selection of the winning Indian Idol.
- b) “**Contestant(s)**” Any person who enters the Competition
- c) “**Contributors**” Any person, other than the Contestant(s), who participates, attends and/or is present at any of the Regional Auditions, Competition, Theatre Audition Shows, the Piano Shows, the Spectaculars and/or the Final.
- d) “**Designated Week(s)**” Any of the weeks designated for the Piano Shows.
- e) “**Judges**” Anu Malik and such other person(s) as the Producer may nominate from time to time.
- f) “**LG Mobile Golden Week**” The week of July 15, 2008 – July 22, 2008 where in the Contestants can get a wild card entry for Regional Auditions to be held in Mumbai only in accordance with section 2.2 below. For purposes of clarity, LG Mobile Golden Week is only applicable for the foregoing period and audition venue, i.e. Mumbai.
- g) “**Producer**” Fremantle India Television Productions Private Limited
- h) “**Programme**” As defined in the Release Form.

- i) “**Regional Auditions**” The initial auditions taking place in Calcutta, Delhi, Mumbai, Jaipur, Lucknow and Gwalior or such other place and/or location as may be designated by the Producer.
- j) “**Release Form(s)**” Any release form supplied from time to time by the Producer and which Contestants are required to sign in connection with the Programme.
- k) “**Spectaculars**” Any of the weeks during which the Spectaculars will be invited to participate in the Theatre Audition Round
- l) “**The Final 30**” The number of Contestants to be invited to participate in the Piano Shows
- m) “**The Final 12**” The number of Contestants selected to participate in the Spectaculars.
- n) “**The Finalist(s)**” The two Contestants selected to participate in the Final.
- o) “**The Piano Shows**” Any of the weeks as may be designated by the Producer as the Piano Shows.
- p) “**The Wildcard Show**” A Piano Show designated by the Producer as the wildcard show comprising of any 12 Contestants as may be selected by the Producer.
- q) “**The Winner**” The Contestant who wins the Final.

- r) **Theatre Audition Round** The round following the Regional Auditions, to take place at in Mumbai or such other place and/or location as may be designated by the Producer.

## **2. Entry Procedures to the Competition**

2.1 The procedures for entry and participation in the Competition are subject to the Competition Rules and the terms and conditions of the Contestant Release Forms

2.2 In order to be eligible for participating in the LG Mobile Golden Week, the Contestant must have purchased an LG GSM mobile phone handset (any model of LG) from May 1 through June 22, 2008; and using such LG GSM mobile phone handset, the Contestant must register by sending SMS "LGGW" to 52525 or calling 5052525. The Producer and/or LG make no warranty whatsoever that buying an LG mobile handset and sending an SMS there from will result in a call for audition or secure a participation in the Competition. Out of the total entries received, two thousand (2000) people (provided that the said number of entries is actually received) shall be called for Regional Auditions at Mumbai as a part of LG Mobile Golden Week. All expenses shall be borne by such person who is called for the auditions in accordance with the foregoing. The Contestants shall be required to come at a venue on a specified date and time as specified by the Producer. They shall also need to complete an application form available at such audition venue.

2.3 The Competition is open to individuals aged between 16 to 30 as on April 1, 2008 and citizens of India. Contestants aged 18 or under must ensure their application and any Release Form, is reviewed, approved and signed by a parent or legal guardian.

2.4 Applications must be submitted to the Producer on the date of the Regional Auditions. Unsigned applications and late entries will not be considered for the Regional Auditions.

2.5 The Producer may, at its sole discretion, choose to hold an open audition following the Regional Auditions.

2.6 In addition to any other restrictions contained anywhere in the Competition Rules, the following category of persons shall not be allowed to participate in the Competition solely for the purposes of LG Mobile Golden week: (a) full-time employee(s) of MSM, LG, Fremantle Media and immediate family members of such employee(s) as may be determined by the Producer in its sole and absolute discretion; and (b) the employee(s) of any company that are part of the production of the Competition, including the prize providers.

### **3. Regional Auditions**

3.1 The Contestants will be invited to perform whole or part of a song in any language following which they will be told whether they have been called back to perform in front of the Judges. Contestants should have at least two songs prepared and will be asked to sing a cappella (without music). No musical accompaniment (whether recorded or live) will be permitted.

3.2 The Producer will notify the Contestants who have been chosen to go through to the Theatre Audition Round of the Competition as soon as reasonably practicable after the Regional Auditions. The Producer shall not be obliged to notify unsuccessful Contestants of its decision.

3.3 All Auditions will be subject to such timing stipulations and requirements as may be determined by the Producer and the Producer makes no representations, warranties nor provides any undertaking to any of the Contestants that any or all of the Contestants will be able to perform or audition (whether before the Judges or otherwise) at the time and/or place in accordance with the invitation set out in Clause 2.5 above. The Producer shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the contestants in the event that the Producer is not able to permit the contestants to perform or audition in accordance with any of the foregoing provisions.

3.4 Notwithstanding any other provisions in this Agreement, the Producer may, at its sole and absolute discretion, hold additional Auditions on such other dates and at such places as it may determine and the Contestant shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Producer and shall attend at any and all such additional Auditions.

#### **4. The Theatre Audition Round**

4.1 The Final 100 will be invited to participate in the next round of the Competition to be held in Mumbai in June/July 2008.

4.2 The Contestants will be invited to perform a pre-selected song in Hindi chosen at the Producer's discretion and may be required to perform either individually or in a group. The make-up of each group shall be in the Producer's discretion. The Producer may also ask the Contestants to perform individually the whole or part of a song in Hindi of the Contestant's own choice.

4.3 As soon as reasonably practicable following completion of the Theatre

Audition Round, the Contestants will be notified who has been selected by the Judges to be one of the Final 30 going through to the Piano Shows of the Competition.

## **5. The Piano Shows**

5.1 The Final 30 will be divided at the Producer's discretion into 3 (three) groups of 10 (ten) Contestants. It is anticipated that each group for the purposes of training and recording the programme "Live" will be required to participate for one of the following Designated Weeks during [June 2008] between [Oct 2008]. ("the Designated Weeks").

5.2 The Producer shall at its sole and absolute discretion select any 10 Contestants (the "Wildcard Contestant") who have participated in the Piano Shows to perform at the Wildcard Show and it is anticipated that the Wildcard Contestant will be required to participate on one of the following dates, [October 2008 to November 2008], or such other dates as may be designated by the Producer.

5.3 At the end of each Designated Week the relevant Contestants will be required to perform in a programme recorded as "Live". Following the broadcast of each recorded programme, a total of 10 (ten) Contestants from the Piano Shows (comprising 9 (nine) from each Designated Week and 1 (one) from the Wildcard Show) will be selected by public vote to go through to the Spectaculars.

## **6. The Spectaculars**

6.1 The Final 10 (or designated otherwise) will go through to the Spectaculars. It is anticipated that the Spectaculars will run over the course of [twelve (12) weeks from November 2008 to February 2009].

6.2 Each Spectacular will culminate in the recording of a “Live” recorded programme, following which one Contestant (per Spectacular each week) will be eliminated by public vote until only 2 (two) Contestants – the Finalists – remain in the Competition.

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

## **7. The Finals**

It is anticipated that recording of the Finals will take place on or about [February 2009]. The selection of the winning Indian Idol will be made by public vote following a “Live” recorded performance.

## **8. General Rules of the Competition**

8.1 The Producer reserves the right to change the structure of the Competition as it sees fit including without limitation by adding auditions / rounds to the Competition or requesting additional performances from the Contestants and / or changing the anticipated recording schedule.

8.2 It is a condition of entry and participation in the Competition that Contestants make themselves available to participate in the Competition, agree and sign up to the Release Form and abide by terms and conditions of such Release Form and the rules, regulations, terms and conditions as devised from time to time by the Producer including but not by way of limitation the Competition Rules. As part of Contestants’ contribution to the Programme, the Producer may request Contestants to participate in any online/interactive activity relating to the Programme including without limitation recordings of web-casts, interviews and participation in so-called ‘chat-rooms’. It is a further condition of entry and

participation in the Competition that Contestants ensure and procure from any and all Contributors their agreement and execution of the release form as devised from time to time by the Producer.

8.3 It is a condition of entry and participation in the Competition that the Contestant 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 Contestant'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 Release Form or the Competition Rules or otherwise prevent the Contestant from Participating in the Programme or the broadcast, promotion, exploitation or sponsorship thereof. Each Contestant is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the name or likeness of a celebrity, living or dead, during any part of the Competition.

8.4 Should any Contestant be selected to participate in the Spectaculars, it is a condition of participation in the Spectaculars that with the benefit of independent legal advice, the Contestant enters into Prize Agreement(s), including a recording agreement, a prize agreement provided by Multi Screen Media Private Limited ("MSM") or any such other Agreements with such other parties as may be applicable and/or designated by the Producer as well as the Release Form for the Final 12. Should the Contestant for any reason fail to enter into these Agreements (or any of them) prior to commencement of recording of the Spectaculars, the Producer reserves the right to disqualify the Contestant from the Competition. The Agreement(s) will only become fully effective for the Winner only. The Contestants acknowledges that while the commercial benefits under this Competition Rules may be available to the Winner only, the restrictions contained in these Competition Rules and in the Contributors Release Forms shall apply to the Contestants also.

8.5 The Contestants must not at any stage of the Competition discuss with or take advice from any or all of the Judges on any matters relating to their participation in the Programme including, without limitation, their performance, appearance or choice of song.

8.6 The Producer's and Judges' decision (or, where appropriate, the decision of the voting public, as recorded by the voting service provider) is final and the Contestants acknowledge that the interests of the Programme shall override those of any Contestant and/ or contributor.

8.7 The Producer reserves the right to ask the Contestant to perform a specified song or song from a specified genre of its own choice. At all times during the Competition the Producer reserves the right of veto over the choice of song, even where Contestants are permitted to select the song they wish to perform and all songs selected by any Contestant shall be subject to the prior approval of the Producer.

8.8 The Producer 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 Competition. All personal details and information requested by and supplied to the Producer by each Contestant must be truthful, accurate and in no way misleading. The Producer reserves the right to disqualify any Contestant from the Competition or auditioning process in its sole discretion, should the Contestant at any stage supply untruthful, inaccurate or misleading personal details and/or information.

8.9 The Producer will have no liability to a Contestant who is unable to attend or take part in the Competition for whatever reason and the Producer shall be entitled to disqualify, and at the discretion of the Producer replace, any such Contestant from the Competition at any time thereof.

8.10 The Producer reserves the right to amend the Competition Rules or terminate the Competition at any time without any liability to any Contestant. The Producer further reserves the right to replace at its discretion any Contestant who for any reason fails or is disqualified from or unable to participate in the Programme and / or Competition with another replacement Contestant, notwithstanding that such replacement Contestant may have been previously eliminated from the Competition and each Contestant shall agree to participate in the Programme and/or Competition as and when required by the Producer to do so.

8.11 There is no obligation on the part of the Producer to record or broadcast any Programme in which a Contestant has appeared or any part of his / her contribution to a Programme.

8.12 The Contestant must at all times behave appropriately when taking part in the Competition and observe the Competition Rules and any other rules or regulations in force at the studios and / or locations. The Producer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Contestant who breaks such rules and / or fails to behave appropriately and to disqualify such Contestant.

8.13 In the event that as a result of the public vote in any round, two (or more) Contestants are tied, the Producer shall be entitled to determine in its absolute discretion which Contestant is eliminated and/or which Contestant goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further performances from the Contestants as it in its absolute discretion deems necessary.

8.14 In the event of any dispute concerning the operation of any element of

the Competition or these Competition Rules, the decision of the Producer will be final.

8.15 These rules are additional to and do not supersede any and all release forms signed by the Contestant and in the event of any conflict between any Release Form and these Competition Rules, the Release Form will prevail.

8.16 The Contestant shall undertake, warrant and guarantee to the Producer that the Contestant has the full legal capacity to participate in the Competition in accordance with these Competition Rules.

8.17 None of the Contestant shall, without the prior written approval of the Producer, speak to the press or any other media nor give any interviews or comments relating to the Competition. The Contestant shall not disclose any information whatsoever relating to the Producer and/or MSM to any other party.

8.18 The selection and number of Judges, and the manner in which the Competition is judged, at each stage of the Competition shall be at the Producer's sole and absolute discretion and the Judges' and/or Producer's decision (including, where appropriate, the decision of the voting public) at all stages of the Competition is final. No enquiries, appeals, verbal or written, shall be entertained. The Contestants shall accept and abide by any and all decisions made by the Producer and/or the Judges (including, where appropriate, the decision of the voting public) concerning, without limitation, the rules of the participation, these Competition Rules and any and all other rules, procedures and regulations of the Competition, each and every stage of the Competition and any other matters relating to the Competition including the production thereof.

8.19 The Producer, MSM, the Judges, the advertising agencies and any person or entity connected with the production (including the format owners and the broadcasters of the Programmes), administration or judging of the auditions, the

Competition or the Programme (the “Relevant Parties”) shall be under no liability whatsoever to the Contestants or the Contributors, in respect of any loss, damage suffered by the Contestants or Contributors arising from or pursuant to the Competition or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestants or Contributors at any stage of the Competition and during production thereof whether or not caused by (1) the administration (including scheduling) of the Competition including any failure of transportation or inability for any reason to appear before the judging panels; (2) the Contestant’s or any third party’s participation in the auditioning process, or being selected or disqualified; (3) as a result of the decisions of the Judges, Producers or public voting; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by any of the Judges and/or Producers; and/or (5) any printing, typographical or technological errors in any materials associated with the Competition. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Competition. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Contestants; or circumstances beyond the Relevant Parties including the Producer’s reasonable control.

8.20 These Competition Rules and the Competition shall be governed by and construed in accordance with the laws of India and the Contestants submit irrevocably to the jurisdiction of the Courts in Mumbai.

8.21 If any provision of these Competition Rules is held by any court or other competent authority to be void or unenforceable in whole or part, the other

provisions of these Competition Rules and the remainder of the affected provisions shall continue to be valid.

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