

- 1. These terms and condition govern the registration process for participating in the auditions conducted for the singing reality show "Sa Re Ga Ma Pa- Lil Champs-2016" ("Show") organised by Zee Entertainment Enterprises Limited ("ZEEL") ("Audition Registration"). The Show will be telecast on the channel "ZEE TV" ("Channel")*
- 2. Participation is restricted to residents of India only and who are above 5 years of age and not more than 14 years of age as on December 1, 2016.*
- 3. Every person who fills the Registration Form (defined below) is referred to as an "Applicant".*
- 4. To participate in the Audition Registration, Applicant shall be required to be present at the audition venue at such city, venue, date and time ("Audition(s)") which information shall be made available on the URL <http://lilchamps.ozee.com/audition.php>. At the Audition, Applicant shall be required to fill in detail the complete registration form provided at the Audition. ("Registration Form").*
- 5. The timing for filing and submitting the Registration Form at the Audition shall be open from 9.00 AM until 2.00 PM on such dates as decided by ZEEL ("Registration Period").*
- 6. In order to participate in the Auditions, Applicant(s) is required to fill the Registration Form and submit the same during the Registration Period ("Application(s)").*
- 7. If the Applicant(s) does not submit the Registration Form during the Registration Period, then such Application shall not be considered as valid for this purpose of the Audition Registration and such Applicant shall be disqualified.*
- 8. Applicant also has the additional option to fill the Registration Form which is made available on the Website. It is however clarified that submission of Registration Form on the Website does not absolve the Applicant to fill the Registration Form at the Audition. It is compulsory for the Applicant to fill the Registration Form at the Audition irrespective of the fact that he/she has submitted the same on the Website. The Applicant who have filled the Registration Form on the Website shall be required to carry the same at the Audition.*
- 9. If any Registration Form is not completely filled, then ZEEL shall consider such Application as invalid and such Applicant will be disqualified. ZEEL shall have no further liability towards such Applicant.*
- 10. Submission of Registration Form does not guarantee, participation in the Audition and the same shall be the sole discretion of ZEEL.*
- 11. The Applicant shall be compulsorily required to be accompanied by 1 (One) guardian during the entire Audition. In the event the Applicant is not accompanied by a guardian, such Applicant shall be disqualified from the Audition and ZEEL shall have no further liability towards such Applicant.*
- 12. The number of rounds, the criteria for selection to further rounds of Auditions shall be determined by ZEEL at its sole discretion and Applicant shall not raise any concerns regarding the same.*
- 13. In the event an Application has submitted more than 1 (One) Application, then only the first*

*Application submitted shall be considered for the purpose of evaluation by ZEEL.*

*14. It is hereby clarified that depending on the number of Application(s), ZEEL may require to call the Applicant(s) for Auditions on another day and ZEEL shall not be liable in any aspect towards the same (including any costs, expenses incurred by the Applicant(s)).*

*15. Selection of an Applicant in one round of Audition does not imply selection of the Applicant to further rounds of Auditions that may be conducted by ZEEL in relation to the Show. Such selection of the Applicant(s) in the Auditions shall be the sole discretion of ZEEL.*

*16. ZEEL reserves the sole right to disqualify any Applicant at any time and the decision of ZEEL shall be final and binding on the Applicant and his/her legal guardian.*

*17. ZEEL and its parent/affiliate/subsidiary/group companies shall not be liable for a minor participating without a parent or guardian's supervision. By submitting the Application and/or participating in the Auditions, it is deemed that the parents/guardian of such minors have read and understood the terms and conditions contained herein. Parents/guardian of minors shall be liable for damages or losses occurred due to activities or action of their wards and are legally bound by any acts/deeds/violations of these terms and conditions.*

*18. To participate in the Auditions, Applicant shall compulsorily be required to carry with them the following documents:*

- a) Aadhar Card/ Birth Certificate along with the Proof of identity cum permanent address of their major parents/guardian i.e Aadhar card / Election card/permanent Driver's License/Passport for address proof*
- b) 2 passport size photographs.*

*19. Application hereby assigns to ZEEL the perpetual, worldwide right to make both audio, visual and/or audio visual recordings and take still images of the Applicant(s) during the Auditions or at any other time in relation to the Show or otherwise in relation to the Audition Registration ("Recordings") and to use the Recordings and the Applicant(s)'s name, images, voice, likeness, performance and biographical information in connection with the Show or otherwise and also for the purpose of promoting the Show on any mode, medium, format whether in existence now and which may come into existence in the future. Applicant further agree that the rights granted hereunder shall include the perpetual, worldwide right of ZEEL to exploit the Show and the Recordings in any manner, in whole or in part and in any mode, medium, format whether now known or which may come into existence in the universe in the future in lieu of the consideration i.e opportunity to register and /participate in the Auditions. You acknowledge that in the event assignment in future mode, medium, format is considered invalid for any reason under any law or equity, then in lieu of the consideration received, the sufficiency of which is hereby acknowledged, Applicant hereby grants to ZEEL for worldwide perpetual term, an exclusive, irrevocable, license in all the rights in the Recordings assigned herein, to use in any manner whatsoever. If the above mentioned license is considered ineffective in any manner, Applicant agrees to provide any ratifications/consents as may be deemed necessary to accomplish the purposes of the foregoing in favor of ZEEL, as requested by ZEEL.*

*20. Grounds for disqualification:*

- (a) Applicant(s) failing to provide the required documents during the Auditions or otherwise as required by ZEEL*
- (b) Applicant found to be below 5 years and above 14 years as per the age proof submitted.*

*(c) Any of the documents/proofs not being properly attested, unclear, illegible and/or ZEEL has reasonable grounds to believe the same to be fraudulent.*

*21. Any person who is an employee of ZEEL or any of its subsidiary, affiliate, parent company shall not be eligible to participate and if participated shall be disqualified by ZEEL.*

*22. ZEEL nor any of its affiliates or group companies shall be liable for any damage or loss (including but not limited to indirect, punitive or consequential loss) arising from personal injury or death, or loss of, or damage to property, which is suffered or sustained in connection with the participation herein or any aspect of the Show and further neither ZEEL nor any of its affiliates or group companies shall be responsible for any consumer grievances with respect the participation for the Show.*

*23. Applicant shall be solely responsible to bear all costs, expenses in relation to the Audition Registration, Audition, participation, Audition process including but to limited to costs and expenses relation to travel, accommodation, food etc and ZEEL shall not be liable for the same in any manner whatsoever.*

*24. ZEEL at its sole discretion reserves the right to modify the terms and conditions relating to the Audition Registration/Audition from time to time and/or suspend, shorten, modify, extend or cancel the same without prior notice, without stating any reason and no claim in this regard shall be entertained. ZEEL reserves the right to change, defer, alter or cancel the Audition Registration/Audition, Audition ect in part or full, for reasons beyond its reasonable control or/and at its sole discretion without giving any reason and ZEEL decision shall be final and binding. ZEEL shall not be liable in any manner whatsoever for cancellation of the Audition Registration/Audition or the Audition.*

*25. The Applicants hereby undertake to sign such documents as required by ZEEL from time to time in and agree that refusing to sign the letters required by ZEEL shall deem withdrawal of the Applicant from the Audition Registration/Audition and/or the Auditions and ZEEL shall have no further liability towards such Applicant(s).*

*26. Technology Limitations - ZEEL, all participating sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies shall not be responsible for:*

- (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries/ posts;*
- (b) electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures;*
- (c) any disruptions, injuries, losses or damages caused by events beyond the control of ZEEL.*

*27. Each Applicant declares hereby that he/she is a real person in existence and not a computer programme.*

*28. ZEEL does not and shall not subscribe for any claims / disputes / confirmation / responsibility in respect of the Audition Registration/Auditions including these terms and conditions and any breach thereof.*

*29. Each Applicant expressly agrees that by his/her participation in the Audition Registration/Auditions, ZEEL and/ or its affiliates/ agents/ advisors or sub-contractors further can use the personal, sensitive collected information, in any media or future promotional, publicity and marketing material, without any*

*consent, reference, payment or other compensation to the Applicant, subject to applicable privacy and data protection laws.*

*30. ZEEL shall have the right to share the Applicant's personal information to any governmental or regulatory bodies if required by law, rule or statute and in response to a valid order of a court or authorized agency of the government or other legal process.*

*31. ZEEL takes appropriate technical and organizational measures to protect the personal information provided by the Applicant against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. However, ZEEL cannot guarantee the security of any personal information or data which the Applicant discloses. In any event, Applicant agrees not to hold ZEEL responsible for any breach of security, except in case of negligence or wilful default on the part of ZEEL under the relevant legislation.*

*32. Using of false names/ identities, illegal/false mobile numbers, fake email addresses and/or any other illegal means either online or in hard copies shall be considered as suppression of facts and if ZEEL has to suffer of any adverse consequence in this respect, the Applicant/s shall be penalised for the same in a manner as ZEEL may deem fit.*

*33. Applicants found indulging in any malpractices such as cheating, misrepresentation, providing false information shall be disqualified from the on-going Audition Registration/Audition and strict legal action may be taken by ZEEL against such Applicant(s).*

*34. All disputes arising out of or related to this Audition Registration/Audition shall be subject to the exclusive jurisdiction of courts at Mumbai alone and subject to the laws of India only.*

*35. The Applicants shall indemnify and hold ZEEL harmless, its group companies, affiliates and subsidiaries and their respective officers, directors and employees, against any loss that may occur to them due to non-adherence of these terms and conditions and the other terms and conditions as contemplated herein to be complied by each Applicant.*

*36. Unless otherwise expressly stated, all rights, titles, interests, intellectual property rights, copyright, database right or similar rights in all material in relation to or/and relating to the Show or any aspect of the Show or part thereof (including graphical images, text, video clips, demographics, sounds, demos, patches and other files) is owned, controlled or licensed by ZEEL or its affiliates and is protected or covered by copyright, trade mark, intellectual property law and other proprietary rights. Unless with prior permission, no part of the such materials/Registration Form/Auditions may be reproduced or/and transmitted to or stored in any other website/platform/device/mode/medium, nor any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service.*

*37. The decision of ZEEL on all matters, queries or disputes, concerning the Audition Registration/Audition including the selection of Applicants for the Auditions, the number of rounds of Auditions conducted, the criteria for selection for further rounds of Auditions and the terms and conditions shall be final and binding and no correspondence shall be entertained in this regard.*

*38. By participating in the Audition/Audition Registration, each Applicant and his/her guardian acknowledges and agrees to the terms and conditions contained herein and all related terms and*

*conditions governing the Audition Registration/Audition. The duration and other rules/regulations of the Audition Registration/Audition shall be at the discretion of ZEEL only.*