

### Rules and Regulations for Dus Ka Dum – Season 3

“**Dus ka Dum Season 3**” (hereinafter referred to as "**Show**", "**Game Show**") is organized and conducted by Sony Pictures Network India Pvt. Ltd. (“**The Company**”, “**SPNI**”). The Show will be primarily hosted and telecast on the Company’s channel “Sony Entertainment Television” (“**SET**”/ “**Channel**”) based on the rules and regulations stated hereunder (“**Rules**” or “**Rules and Regulations**”). The Company reserves the right to modify these Rules and Regulations without any prior notice. You are advised to regularly view and access these Rules. If you do not agree with any of the Rules and any amendments thereto, you must not use this site/service or participate in the Show. The Company shall mean and include its affiliates, group companies, its employees, officers, and directors.

Game Show/ Show/ Contest	Dus Ka Dum Season 3 (DKD)
Show Management	Organizers of the show including the Producer, Sony Pictures Networks India Private Ltd. or it’s designees through its Television Channel - Sony Entertainment Television
Website	<a href="http://www.setindia.com">www.setindia.com</a>
SonyLIV Application (App)	Application which will host registrations for Dus Ka Dum-Season 3 which will be open for download for public at large within the Territory
Survey	A feature in which a poll will be conducted on the App
User	Any individual who fulfills the User Eligibility criteria, downloads the App and completes the registration process (as described herein below) to participate in the Game Show as per these Rules and Regulations
User Eligibility	Any User who (i) is above eighteen (18) years of age as on March 18, 2018 (ii) is a citizen of India and residing in India (iii) is of sound mind and health and (iv) enters the Contest in accordance with the Rules and Regulations as stated in this document. Employees of the Company, of the producer, of the advertising agency, of the process advisors and evaluators, of the agents, of the process partners and any other person associated with the show or the Company which has been appointed from time to time, and also employees of the sponsors; and members of their immediate family; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi, or those persons who have participated and made it to any televised rounds of any previous seasons of the Show are ineligible to enter the Contest.
Auditionees	Users shortlisted for participation in ‘on-ground auditions’
Call Center Executive	Person from the call center who on behalf of the Company contacts Users for Auditions
Auditions	The ground events to be held in 2 phases to shortlist Contestants for the Game Show. The first phase to be held across 4 cities (i.e. Kolkata, Delhi, Indore and Mumbai) and the second phase to be held in Mumbai.
Selection panel	An expert panel of individuals appointed/engaged by Show

	Management to shortlist Auditionees during the Auditions to appear on the Game Show
Contestant	Shortlisted Participants selected to appear on the Game Show
Stand - by Contestant	Auditionees selected to participate in the knockout round of the game, only in case any selected Contestant does not appear for the shoot at the studio, for any reason
Producer	The producer of the show is “Big Synergy Media Ltd.”
Publicity Rights	Right to use Contestant’s name, likeness, voice, picture, video or the content of his/her participation
Rules and Regulations	Rules governing the Game Show, stated herein in entirety, as may be amended from time to time
Territory	Shall mean India

## 1. Survey

- 1.1 Survey will be conducted only through the App
- 1.2 The App, available on iOS and Android platforms can be downloaded by public at large on their mobile devices from the application store. Please note, the application download is free of cost, however data charges may apply. For further details, please contact your service provider.
- 1.3 After download, Users must fill in all required information like mobile number and email id in order to register themselves for the Survey. Please note that only registered Users will be allowed to answer the survey and no other person can play or continue to play on User’s behalf.
- 1.4 OTP link will be sent to the registered mobile number for verification. Additional details like name, age and state required for auditions will be collected via the OTP link.
- 1.5 The number of questions to be asked for the Survey will be at the sole discretion of the Show Management.
- 1.6 The registration process as well as answering questions for the Survey will commence on March 18, 2017 and will be open till the launch date of the Show. Any entries received post the closure of the timelines shall not be considered for the purpose of selection.
- 1.7 Participating in the Survey does not provide confirmation of selection for the Show
- 1.8 Users will be eligible for earning points for answering questions in the survey as well as participating in various activities conducted during the survey. Earning points for the survey does not provide a confirmation for selection in the Auditions. However, the points earned during the Survey is one of the criteria for shortlisting Users for the Auditions
- 1.9 Users will be shortlisted for auditions by randomizer as per the below pre-defined classification grid defined by the Company on reasonable endeavor basis;

Audition callout grid %		Cat-A (50%)						Cat-B (50%)						TOTAL
		Males + Others			Females			Males + Others			Females			
		15-30	31-50	51+	15-30	31-50	51+	15-30	31-50	51+	15-30	31-50	51+	
Zone 1	HSM Metros - Mumbai, Delhi	1.8%	1.9%	0.8%	1.6%	2.0%	0.9%	1.8%	1.9%	0.8%	1.6%	2.0%	0.9%	17.7%
Zone 2	Gujarat, D&D, DNH	1.3%	1.3%	0.7%	1.1%	1.2%	0.7%	1.3%	1.3%	0.7%	1.1%	1.2%	0.7%	12.7%
Zone 3	Maharashtra (except Mumbai), Goa	1.7%	1.5%	1.0%	1.6%	1.6%	0.8%	1.7%	1.5%	1.0%	1.6%	1.6%	0.8%	16.1%
Zone 4	Punjab, Haryana, Himachal Pradesh, Chandigarh, Jammu & Kashmir and Rajasthan	1.1%	0.9%	0.7%	0.9%	0.9%	0.6%	1.1%	0.9%	0.7%	0.9%	0.9%	0.6%	10.5%
Zone 5	Madhya Pradesh + Chhattisgarh	1.0%	0.8%	0.5%	0.9%	0.9%	0.5%	1.0%	0.8%	0.5%	0.9%	0.9%	0.5%	9.1%
Zone 6	Uttar Pradesh, Uttarakhand, Bihar & Jharkhand	1.3%	1.2%	0.7%	1.2%	1.2%	0.6%	1.3%	1.2%	0.7%	1.2%	1.2%	0.6%	12.6%
Zone 7	West Bengal, Orissa, Assam, Sikkim & North East	1.5%	1.5%	0.8%	1.4%	1.7%	0.6%	1.5%	1.5%	0.8%	1.4%	1.7%	0.6%	15.0%
Zone 8	Rest of India	0.6%	0.7%	0.3%	0.6%	0.7%	0.3%	0.6%	0.7%	0.3%	0.6%	0.7%	0.3%	6.2%
		50%						50%						100%

(The weightages for the reservation grid have been allocated as per the Broadcast Audience Research Council India, viewership data for All India markets for Sony Entertainment Television channel over a period of Week 47'2017 – Week 06'2018)

- 1.10 It is mandatory to have a registered and verified mobile number for participating in the Show. Please note that only one User can register using one mobile number. The Company shall not be responsible for any dispute arising out of ownership/registration of the mobile number or for any liability arising out of any such disputes.
- 1.11 It is mandatory for the mobile number to be registered in the name of the person registering on app and participating in survey
- 1.12 Selection for Auditions will be subject to such stipulations and requirements as may be determined by the Show Management and they makes no representations, warranties nor provide any undertaking to any of the User(s) that any or all of the User(s) will be able to take part in Auditions.
- 1.13 In the event that there are less than the required number of Users for a particular cell in the reservation grid, then the same will be filled-up from the remaining Users, as selected by the randomizer.
- 1.14 The User(s) understand that their selection will be based on an audited randomizer and selection software. The Company will not entertain and permit the Contestant(s) or any of their representatives to check/audit/challenge the logic of the randomizer or selection software.

## 2. Auditions

- 2.1 Users who have participated in the Survey and are shortlisted by the Show Management will be eligible for the Auditions (“Auditionees”). The number of Users to be shortlisted for the Auditions will be at the sole discretion of the Company/ Producer. Overall 2,800 Auditionees will be called out for auditions.
- 2.2 The Auditionees will receive call from Call Center Executives (“CCE”) and he/she must confirm the details required by the Call Center Executives immediately. The CCE will ask the Auditionees to confirm if he/she has:
- 2.2.1 Participated in survey via App
  - 2.2.2 Name
  - 2.2.3 Age
  - 2.2.4 Mobile number
  - 2.2.5 E-mail Id and such other details as required by the CCE to verify the credentials of the User.
- 2.3 The CCE will check Auditionee’s availability on the audition dates. In the event the Auditionee is not available on the dates mentioned, it will be at the sole discretion of the Company to reschedule the auditions of the Auditionee or to disqualify them.
- 2.4 Reasonable attempts will be made to contact the Auditionee to invite them for auditions by the Company and/ or its authorized agents, affiliates and representatives but they will not be responsible or liable in any way whatsoever if the Auditionee cannot be reached by telephone. If the required details are not provided immediately or if they are not able to sort confirmation of Auditionee(s), then the CCE will call ‘3 times at a gap of 2 hours’ from the initial telephone contact, asking for the same details, failure to provide such details shall lead to disqualification of such Auditionee(s) from the selection process.
- 2.5 If the Auditionee does not respond, they will be disqualified and replaced with another Auditionee. Efforts will be made to follow the timelines. However, in the event of circumstances beyond the control of the Show Management, these timelines may need to be altered.
- 2.6 The Company shall not be liable in the event Auditionees are not able to participate in the following rounds of selection due to any delay or non-receipt of such call to the Auditionee.
- 2.7 The Company will not be liable for telephone system difficulties, downtime of systems, back-up of data and other technical impediments during the call out process.
- 2.8 Auditions will take place in 2 phases. The audition schedule is as under:
- 2.8.1 First Phase: It will be held at 4 cities as mentioned below -

City	Date
Kolkata	13 <sup>th</sup> & 14 <sup>th</sup> April 2018
Delhi	17 <sup>th</sup> & 18 <sup>th</sup> April 2018
Indore	21 <sup>st</sup> & 22 <sup>nd</sup> April 2018
Mumbai	25 <sup>th</sup> & 26 <sup>th</sup> April 2018

**2.8.2 Second Phase: It will be held only in one city as mentioned below -**

City	Date
Mumbai	16 <sup>th</sup> & 17 <sup>th</sup> June 2018

- 2.9 All Auditionees will need to carry the original documents and 2 self-attested photocopies of any one of the following documents from each category as a proof of identity and eligibility at the time of Auditions
- 2.9.1.1 For Photo Identity Proof(any one of the following):
1. PAN Card
  2. Passport
  3. Voter ID
  4. Driver's License
  5. Aadhar Card with birth certificate
- 2.9.1.2 For Valid address proof (any one of the following):
1. Landline Phone / Electricity Bill
  2. Passport
  3. Voter ID
  4. Driver's License
  5. Ration card
  6. Aadhar card
- 2.10 Auditionees must provide photo identity, proof of age and residency. This information is subject to verification and Auditionees giving incorrect or false information will be disqualified.
- 2.11 The Auditionees must be present at the auditions on the date and time allotted. Auditionees will have to bear the cost of travel/ accommodation and all other expenses for the auditions. Auditionees cannot claim, and Show Management is not liable to reimburse, any cost of travel/ accommodation or any other ancillary expenses incurred by the Auditionees for being present at the auditions including travel, lodging and boarding expenses.
- 2.12 The doors to the audition room will shut at 9.00 AM or such time as the Company may decide in its sole discretion. Late entrants may stand disqualified from the audition process at the discretion of the Company.
- 2.13 Auditionee (s) will be provided with a unique registration number which they must carry with them at all times while at the venue.
- 2.14 The Auditionees will have to sign the registration form along with release form, and acceptance to Rules and Regulations in order to participate in the Auditions.
- 2.15 Subject to completion of formalities as prescribed by the Company, the Auditionees will have to go through the following levels/rounds of audition:
- 2.15.1 Discussion Round
- 2.15.2 Personal Interview & screen test (will be video recorded for the purpose of evaluation)

- 2.16 There will be a panel of jury which will consist of members from the Company, Producer or such persons nominated by the Show Management who will evaluate the Auditionees.
- 2.17 In the event of any unforeseen loss of recordings, the Company/ Producers at their discretion may request Auditionees to appear for repeat audition session
- 2.18 The Company and the Producer reserve the right to increase / decrease/ alter the number of participants at any audition center
- 2.19 In addition to this, Stand - by Contestants will also be shortlisted, in case any selected participant does not appear for the shoot, for any reason
- 2.20 Based on Company's requirement and creative discretion, the final selection of participants for knockout round of any episode/week of the show will be made from amongst the shortlisted pool of Auditionees.
- 2.21 All Auditionees shall maintain the decorum of the audition venue and shall abide by the Rules and Regulations. Further, the instructions of the Company and Producer shall be adhered to strictly. Any Auditionee who acts in contravention to the instructions of the Company/ Producer or creates nuisance either to the Company or to any other person, shall immediately be disqualified from participating in the audition and shall be asked to leave the venue. If the Auditionee misleads other people and spreads false information about the auditions process then the Company has all the right to disqualify the candidate and take legal action against such Auditionee. The decision of the Company in connection with the auditions including but not limited to shortlisting the Auditionees shall be final & binding and is non-contestable. In case of any dispute or difference in respect of audition, the decision of the Company shall be final and binding on all concerned. The Show Management will have the sole rights to refuse registration/ eligibility at their sole discretion
- 2.22 The Company shall not be liable nor responsible for any damages, losses, costs, expenses or the like suffered by any of the Auditionee(s) in the event that the Company is not able to permit the Auditionee(s) to take part in the Audition or Show in accordance with any of the foregoing provisions.
- 2.23 If any Auditionee is shortlisted at multiple locations (through multiple contact numbers) then the first audition that he/she has attended will be considered for evaluation
- 2.24 The Company shall not entertain any requests by the Auditionees for change in the dates and venues of Audition.
- 2.25 The Audition process may take more than one day, and the Auditionees would be required to be present for the entire period of the Audition as informed by the Company/Representatives.
- 2.26 Notwithstanding any other provisions in this document, the Company may, at its sole and absolute discretion, cancel or reschedule the Auditions, or hold additional Auditions on such other dates and at such places as it may determine and the Auditionee(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Company and shall attend any and all such additional Auditions.
- 2.27 The Auditionee(s) understands that getting shortlisted in the Audition is only a preliminary step towards further participation in the show and it shall be the absolute and sole discretion of the Company/Producer to allow participation based on creative requirements.

- 2.28 Even after final selection for the Show, the Company/Producer shall have the right to replace any of the Auditionee(s) as per their discretion and creative requirement, for the betterment of the Show.
- 2.29 At no point of time will the Company/Producer be obliged to notify unsuccessful Auditionees of its decision.
- 2.30 In the event that there is a tie between two (or more) Auditionee(s), the Company shall be entitled to determine in its absolute discretion which Auditionee(s) is eliminated and/or which Auditionee(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 Auditionee as it in its absolute discretion deems necessary.

***Participation in this Show is free of cost and all viewers/ User(s) are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Show Management abhors such practices and disclaims all responsibility for the same. The Show Management shall not be liable to any User for any amount paid in this regard.***

### **3. General Rules and Regulations**

- 3.1. The contest is open for all Users as defined hereinabove in this document
- 3.2. The Users agrees that he/she has not been convicted or is otherwise involved in any criminal offence 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 User(s) 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.
- 3.3. The Auditionee acknowledges that he/ she has voluntarily chosen to participate in the game show at his/ her free will and is willing to bear all risks, costs, and consequences arising from such participation. It is a condition of entry and participation in the Show that the Auditionee have not entered into any contractual, commercial, sponsorship agreement (including but not restricted to recording, performing and/or merchandising contracts) or other arrangements for e.g. with a management company or an individual to act as the Auditionee'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 Rules and Regulations or otherwise prevent the participants from participating in the game show or the broadcast, promotion, exploitation or sponsorship thereof.
- 3.4. User should be of sound health and mind
- 3.5. User should participate on their own and not on behalf of anyone else
- 3.6. Participation shall not be transferable
- 3.7. Employees, officers, directors, agents and promoters including their immediate family members of the Company and its affiliates across the globe, sponsors, producers, advertising

- agency, process advisors and evaluators, contract employees/ staff, partners, their affiliates, subsidiaries, group companies in India are not eligible to participate in the Show. The Company reserves the right to disqualify a User in case a discrepancy is found to exist in the information furnished/provided/stated by the User during the conversation with the Producer/the Company or any of the Company's sub-contractors and vendors of the show, and/or in the information stated in the documents provided by the participant
- 3.8. The User shall undertake, warrant and guarantee to the Company that he/she has full legal capacity to participate in the Show in accordance with these Rules & Regulations
  - 3.9. By registering for the Show, the Auditionee represents that he/she is medically fit and does not have present or past psychological ailments. If in the past he/she had any psychological ailment or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Company in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Show
  - 3.10. Auditionee will not be confirmed for the show if they are suffering from any kind of ill health, medical problems (i.e. heart ailment, blood pressure, final stages of pregnancy, etc.). It is the responsibility of the Auditionee to be medically fit for participation. Nevertheless, the final decision regarding their participation in the Show rests with the Company.
  - 3.11. Each Auditionee is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the names or likeness of a celebrity, living or dead, during the shoot. The Auditionees are also not permitted to wear or mention any competing TV Channel names, or names of competitors of sponsors of show
  - 3.12. On providing the mobile number for registration, it is assumed that the person has provided the permission to send SMS to or call him/her, whether or not such sender is registered on the National Do Not Call registry.
  - 3.13. The Company reserves the right to classify the Auditionee(s) in such socio-economic categorizations as stated hereinabove.
  - 3.14. The Company/ Producer may, at their discretion contact the Auditionees, if required, for any clarifications needed for the information provided in the registration form.
  - 3.15. In case, there is any mismatch of Auditionee details in any round of the Show, the Participant shall be disqualified from further participation in the show, if the Auditionee is unable to resolve discrepancies.
  - 3.16. All personal details and information requested by and supplied to the Company by each Auditionee must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Auditionee(s) from the show or Audition in its sole discretion, should the Auditionee(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
  - 3.17. If at any time, including after disbursement of prize, any information submitted by the Auditionee(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Auditionee(s) shall be liable to refund all amounts received from the Company.
  - 3.18. The Company shall keep all the information collected from the Auditionee confidential. Auditionee(s) by providing the sensitive personal information hereby agree that the

Company shall have the right to use and share the information so collected with such other third party as it deems fit for marketing and promotional purposes and the Auditionee hereby agrees that they shall not file any claim against the Company for sharing such personal information.

- 3.19. None of the Auditionees 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/Program or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Auditionee(s) shall not disclose any information whatsoever relating to the Company/Producer to any other party. Violation of this clause shall immediately disqualify the Auditionee's prospects of further participation.
- 3.20. On request of the Company, the Auditionee(s) shall make arrangements for the Company to have access to his / her residence, work place, favorite hangouts, pets, etc. and obtain necessary permissions from his / her parents, siblings, friends and colleagues to be photographed, interviewed and to record or click their photographs, videos etc. if this is a creative requirement of the Show.
- 3.21. The Auditionee(s) shall at all times keep confidential the selection process and all details regarding the show including Audition which he/she might be informed of or which he/she might learn or come to know of as a participant(s) or as a shortlisted potential candidate.
- 3.22. Whilst the Company shall make all reasonable endeavors to (i) enable Auditionee(s) to proceed with the Show (ii) to contact all Auditionee(s) at each relevant juncture of the Competition, The Company can make no guarantee thereof and shall in its sole discretion be entitled to proceed with the next entitled Auditionee(s) under these Rules, in case it is unable to successfully contact and communicate with Auditionee(s).
- 3.23. Auditionee warrants and represents to the Company that all information including any communications, photos, text, video, graphics, images and other material submitted by the Auditionee for the Show ("Content") are solely owned by the Auditionee or are provided with the express authority of the applicable owner(s) and the use of the Content by the Company will not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Auditionees shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the Show Management, the Company, or their respective parents, subsidiaries, affiliates, and their respective officers, directors, employees, process advisors and evaluators, contractors and agents, sponsors, partners, third party associates from any claims (in India or abroad), arising out of or in connection with losses, costs, damages, expenses from infringement or alleged infringement by any content, or the defense of a claim or any costs payable thereof.
- 3.24. In consideration for participating in the Game Show, the Intellectual Property Rights (IPR, including but not limited to trademark, copyright, design, patent, etc.) arising out of and in connection with Show including but not limited to any communications, photos, text, video, images, documents, the performance of the Auditionee and other material created by any Auditionee during the app participation, auditions and/or during the course of the Show ('Material') shall be a work for hire owned by the Company and/or its assignees and if not deemed a work for hire shall hereby be assigned upon creation to the Company, without

any further documentation and the Company is hereby permitted to use it as per its sole discretion and without any further reference, permission or consent from the Auditionee or the Company. Auditionee hereby assign any and all rights that the Auditionee may have or acquire in the material and all benefits and/or rights resulting therefrom to the Company without additional compensation. Auditionee hereby agree to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. All such assignment of rights shall be perpetual, irrevocable, and universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Material. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'Moral Rights'. For avoidance of doubt the Company wishes to clarify that, any and all kind of developments, material, creations, created or provided or developed by the Auditionee during the call for entries and/or during the course of the Show shall be solely and exclusively owned by the Company.

- 3.25. The Auditionees by participating in the Contest automatically grant Show Management, the Company a royalty-free, irrevocable, universal, transferable, non-exclusive right and license to use and display such entry for participation, and the Show, and any intellectual property rights in the Content and in relation to and arising out of such participation in the Show and images or footage thereof which shall include trade publications, press releases, electronic posting to the Web Page, or any other website, "Sony Entertainment Television" web site, channel, electronic hyperlinks to the Web Page, and any display format selected by the Company during the Show or use by the Company as they deem fit and mutually agreed between them, without any further documentation, permission or consent of the Auditionee. For avoidance of doubt the Company and Show Management wish to clarify that though the Show Management and the Company have a license to use and display such entry for participation, and the Show, and any intellectual property rights in the Content and in relation to and arising out of such participation in the Show (as stated in detail above) the intellectual property rights in the Materials and any developments, creations supplementary and ancillary thereto shall always be owned by the Company.
- 3.26. By entering into the Show and/or accepting the prizes, the Auditionees (individually) waives all copyrights, rights of publicity and any related rights and consents to the Company's right to picture, tape or portray him/her as a Show winner, 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 Winner also consents to the Company's right to use Auditionees (his/her name), voice or picture, or the content of his/her participation i.e. Publicity Rights. The Company can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with the Company.
- 3.27. Auditionees agree to participate in the Contest and the Show at their own will and the Show Management, the company are not in any way obligated or liable for any loss or costs that the Auditionees may suffer or incur and nothing is payable to the Auditionees for participating in the Contest or the Show or the events following the Show broadcast.

- 3.28. The Show Management, the Company cannot and shall not be accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Show. Further, neither the Show Management, the Company nor its contractors will be held responsible for matters out of its control and for force majeure reasons.
- 3.29. Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on circumstances. It is expressly provided that Show Management reserves the right to change the dates and timelines at its sole discretion.
- 3.30. The Show Management reserves the right to, at its sole discretion, withdraw or amend or add to these Rules / format of the Show at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any Participant may suffer as a result of participating or attempting to participate in the Show, the Show being withdrawn or the Rules / format being amended.
- 3.31. The Company 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 the Company nor any of its affiliates or group companies shall be responsible for any consumer grievances with respect the participation for the Show.
- 3.32. The Company shall not be responsible or liable in any manner whatsoever for any incident, accident that may occur during the course of the Applicant's travel to or from the venue of the Auditions or the Show.
- 3.33. 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 the company has to suffer of any adverse consequence in this respect, the Applicant/s shall be disqualified and penalized for the same in a manner as the Company may deem fit.
- 3.34. 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 the Company against such Applicant(s).
- 3.35. All disputes arising out of or related to this Audition Registration/Audition shall be subject to the exclusive jurisdiction of courts in Mumbai alone and subject to the laws of India only.
- 3.36. The Applicants shall indemnify and hold the Company 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 Rules and the other Rules as contemplated herein to be complied by each Applicant.
- 3.37. The decision of the Company 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 Rules and Regulations shall be final and binding and no correspondence shall be entertained in this regard.

- 3.38. In the event any Auditionee (including winner) is found to be in violation of any rules of the Show or is found to be involved in any form of fraud, misrepresentation, dishonesty during the Show, the Show Management reserves the right to initiate legal proceedings against such Auditionee and take any other action in its sole discretion including but not limited to recovering the prize money or any expenses it may have incurred towards that Auditionee.
- 3.39. All information provided in connection with the Show is provided "as- is" without warranty of any kind. Show Management makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Auditionee and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, or fitness for any particular purpose.
- 3.40. With respect to prize money, any withholding requirements will be complied with. Taxation of any proceeds should be discussed with your tax advisor. Taxes on the prizes are the sole responsibility of the prize winners.

## **4. Gratifications on the Survey App**

- 3.1 Users shall be awarded with various gratifications in the form of e-coupons or vouchers as intimated to them during the Survey. Users will be eligible to redeem such e-coupons or vouchers as per the terms of such vouchers or e-coupons. However redemption of e-coupons or vouchers does not redeem the points earned during the survey
- 3.2 The Company may refuse to award any Prize/ gratification / winnings or reclaim all sums paid to User(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Show under these Rules & Regulations.

## **5. Indemnities**

- 5.1 The Show shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Show are subject to the exclusive jurisdiction of the courts in Mumbai.
- 5.2 The Users and their successors-in-interest hereby shall hold harmless and indemnify the Show Management, 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, Show Management, or by any third party in connection with the Auditionee's/ participation in the Show, winning the Contest, or awarding or the use or misuse of any prize and shall reimburse the Company, and/or the Show Management for any loss, costs, expense, or damage to which said

- indemnity applies. The Company and/or Show Management (as the case maybe) shall give the Auditionee written notice of any claim or actions covered by this indemnity, and Auditionee shall have the right, at its own expense, to participate in any such action.
- 5.3 Any conflict related to various provisions and interpretation of these Rules will be addressed by the Show Management. The decisions of the Show Management shall be final and binding.
- 5.4 If Users are unclear as to the Rules or any element of the Show or have any queries/concerns pertaining to the Show, they can write in with their questions, concerns or queries to [dkdresponse@setindia.com](mailto:dkdresponse@setindia.com)

## **6. Disclaimers**

- 6.1 Show Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property ownership rights, or violations of any law, rule or regulation. If Show Management is notified of submissions or materials that allegedly do not conform to these Rules, it may investigate the allegation and determine in good faith and in its sole discretion whether to reject Auditionee from the Show. The Show Management has no liability or responsibility to Auditionees or other users of the App and Web Page for performance or non-performance of the App and Web Page.
- 6.2 The App and Web Page are provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, the Company and the Show Management 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 and website. Without limiting the foregoing, the Company and the Show Management specifically disclaim any warranty (a) that the App or Web Page 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 and Web Site (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Auditionee's use of the Web Site, online entry form results in the need for servicing or replacement of Auditionee's or another's equipment or data, the Company and the Show Management are not responsible for those costs.
- 6.3 Participation in this Show is free of cost and all viewers/ Auditionee(s) are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Show Management abhors such practices and disclaims all responsibility for the same. The Show Management shall not be liable to any Auditionee for any amount paid in this regard.

## **7. Limitation of Liability and Remedies**

- 7.1 The Show Management reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any User that is deemed ineligible or for any reason that the Show Management feels is necessary and/or appropriate, including without limitation, if that User has not complied with these Rules of the Show, the Show Management determines he/she is attempting to undermine the legitimate operation of the Show by cheating, deception, or any other unfair playing practices or intending to annoy, abuse, threaten or harass any other User or the Show Management, the Selection Panel, Jury or has interfered, in Show Management's sole opinion, with the proper conduct of the Show.
- 7.2 User and/or any party that accesses the Web Page, agrees that neither the Company nor any third party content or service providers involved in the Show will be liable to User for any loss or damages, either actual or consequential, arising out of or relating to these Rules, User's use or inability to use the DKD app or Web Page, or to User's reliance upon information obtained from or through the DKD app or Web Page, participation in the program, travel, or use or misuse of any prize. In particular, neither the Company nor its third party content or service providers will have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to the awards, terms of use, visitor's use or inability to use the App or Web Page, online entry form or to visitor's reliance upon information obtained from or through the App or Web Page, participation in the Show, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.
- 7.3 The participation in the Show implies unconditional acceptance of all these Rules and Regulations of the Show by the Auditionee.

## **8. Application**

- 8.1 The Company shall not be under any obligation to User and shall have no obligation or rights in relation to the Game Show and shall have no claims whatsoever against the Company relating to the selection process or the running of the Game Show.
- 8.2 The Company shall not be responsible for:
  - 8.2.1 Any delivery, failures relating to the registration or uploading videos/presentations;
  - 8.2.2 Show Management not receiving or rejecting any data;
  - 8.2.3 Any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
  - 8.2.4 Other conditions/situations or failures beyond its control.

*The Rules and Regulations have been originally written in English and translated in Hindi. Any conflict in the interpretation of the clauses between the Hindi and English rules and regulations, the interpretation of the English rules and regulations shall prevail.*