TERMS AND CONDITIONS FOR SUBMISSION OF APPLICATION / REGISTRATION TO PARTICIPATE IN AUDITION FOR SELECTION OF PARTICIPANTS IN

"MTV Hustle Namma Pettai - CFE"

Viacom18 Media Private Limited (hereinafter referred to as "**Organizer(s)**"/ **"Viacom18"**) is the owner and broadcaster of the reality television program provisionally titled "MTV Hustle Namma Pettai**"** which is in its First season ("**Program**"). This Program shall be produced by a third-party production house ('**Producer**') for and on behalf of Viacom18.

The Program is a Hip-Hop music competition reality show where the Participants (defined hereinafter) will be required to perform both separate performance and battle-style performance and compete with each other. Participants get eliminated basis the performance and/or television viewers votes and/or studio audience votes and/or judges votes or as determined as per rules of the format of the Program. The Program requires mentally and physically strong Participants to participate in various tasks and only those Participants who are ready for such challenges and have the psychological strength to withstand the risks and efforts involved in the tasks are advised to apply for the Auditions (defined hereinafter). If the applicants are selected in Auditions, determined as per absolute discretion of the Organizers, after further screening, if eligible shall have a chance to participate along with other casted participants.

Viacom18 is conducting the auditions for selection of participants for participation in the Program ("**Audition(s)**") and is open for all Indian citizens residing in India who comply with the eligibility criteria listed below and the participation shall be governed by the terms and conditions as detailed hereinafter.

1. Eligibility

Participation is open to all individual participation who ("**Participants**"):

a. Are citizens of India and hold valid proof of citizenship;
b. Are above 18 (eighteen) years of age;
c. Are viewers of MTV;
d. Have and are able to provide a valid email address to Viacom18 when required;

e. Visit the **MTV Hustle Namma Pettai Microsite** (owned and operated by Viacom18) on their mobile phone device and/or any other device ("**MTV Hustle Namma Pettai Microsite** ") and registered themselves on the MTV Hustle Namma Pettai Microsite and/or registered themselves on MTV Hustle Namma Pettai Microsite ("**www.mtvhustlenammapettai.com**").

f. The Participant agrees that he/she will be required to submit all valid proofs of name/ age/ address/ nationality/citizenship and/or any other document if and as may be required by Viacom18 from time to time.

2. Participation Period

i. Participation shall commence on 10th Dec, 2023 at 21:00 hours (**"Start Date"**) and shall conclude on 3rd Mar, 2023 at 20:00 hours ("**End Date**") or on such date as may be determined by Viacom18 at its sole discretion, collectively referred to as **"Participation Period"**.

ii. Entries received after the Participation End Date shall not be entertained and shall be considered ineligible for the Audition. The Participation End Date or the Participation Period may be extended and/or modified at the sole discretion of Viacom18 and the same shall be updated on the MTV Hustle Namma Pettai Microsite at www.mtvhustlenammapettai.com the discretion of Viacom18 or intimated as may be determined by Viacom18 at its sole discretion and the Participants shall be responsible to keep themselves updated by checking the terms and conditions / any amended terms and conditions with respect to any change /modification made in the terms thereof and any and all such modifications shall apply to all the Participants.

3. Participation Question

Viacom18 will invite participation from the viewers of the Program to provide their responses to the participation question ("**Participation Question**"). The viewers desirous of participation will have to record their original rap on any themes/ topic and send their original audio-visual recordings as per the participation mechanism herein. The Participation Video (defined hereinafter) needs to be original lyrics and composition of the Participants and shall not comprise of any existing song/ rap/ composition/ lyrics or any combination of same and shall be subject to this terms and conditions, specifically point 4(v)(e) & (f) below of this terms and conditions. The Participation Question might be refreshed/changed and communicated from time to time to the viewers of the Program during the Participation Period, determined at the sole discretion of Viacom18 and Participants understand that the Participation Video (defined later) shall be strictly in relation to the Participation Question. The Participation Question shall be displayed on the Audition banner visible on the home page/ Program page on the MTV Hustle Namma Pettai Microsite - www.mtvhustlenammapettai.com and on television channel(s) of Viacom18.

4. Participation Video – Participation Mechanism:

i. Participants will be required to share their Participation Video by recording their entries to the Participation Question in the form of an audio-visual recording ("**Participation Video**") and submit the same on the MTV Hustle Namma Pettai Microsite www.mtvhustlenammapettai.com in the manner as instructed and detailed on the MTV Hustle Namma Pettai Microsite.

ii. Any recording of the Participant sent as a Participation Video/ Participation Video other than as per mentioned in the Participation guidelines/the terms detailed herein and/or in accordance with the

specifications on www.mtvhustlenammapettai.com shall be deemed to be an invalid Participation Video and Viacom18 shall not be responsible or liable for any claims arising therefrom.

iii. In the event the Participants uploads Participation Video on the www.mtvhustlenammapettai.com multiple number of times before the end of the Participation hours for each Participation Day / Participation End Date during the Participation Period, Viacom18 at its discretion shall select the first Participation Video of the Participation Video as the Participant's Participation Video for the purpose of selection/ eligibility of the Audition.

iv. The contents of the Participation Video shall be, at all times subject to the S&P guidelines as detailed in ***Annexure A*** hereto and the Participant shall ensure strict adherence to music rights clause 4 (v) (e) & (f) of the terms and conditions herein. In the event the Participation Video is not as per the S&P guidelines and/or music rights, the Participation Video shall be deemed disqualified.

v. Participant understand in order to participate in this Call for Participation Video for Audition, the Participant will be required to visit the MTV Hustle Namma Pettai Microsite - www.mtvhustlenammapettai.com, follow the registration process as displayed therein and submit the Participation Video in the manner as prescribed hereinafter. Participation process shall include the following steps:

a) The Participant shall be required to click on the link/ CFE Audition banner for the Program as displayed on the MTV Hustle Namma Pettai Microsite www.mtvhustlenammapettai.com and login/complete the registration process by using their social media logins such as Facebook or Google account etc as may be provided there. Basic information of each Participant such as inter alia, i) Name, ii) Date of Birth, iii) Gender, iv) Address (not mandatory), v) Nationality, vi) email address, viii) Contact number/ mobile; ix) City; x) State; xi) existing social media account details (vide which the Participant has chosen to log in); (xii) Basic details publicly available on their social media accounts, YouTube and ; (xiii) photo (less than 2MB, video less than 50MB, and in mpg, mpeg, avi, mp4, mov. may be made available to Viacom18 due to participation/ registration using their social media logins and after filling in/ providing all the required details, the Participant shall upload / submit the Participation Video as per the instructions, steps and specifications detailed herein under (b) below and further detailed on www.mtvhustlenammapettai.com from time to time.

b) Requirements of the Participation Video:

· The Participation Video should contain an audio-visual recording comprising of their entries on the Participation Question and each Participation Video shall be subject to (c) below.

· File size of the Participation Video: The Participant shall ensure that the size of the Participation Video shall not exceed 50 MB and any Participation Video exceeding the aforesaid criteria shall be rejected at sole discretion of Viacom18.

- Size of the Participation Video: The maximum permitted size of the Participation Video can be 50 MB.

- Technical Specifications: The Participation Video file can be uploaded by the Participant in the following formats: avi, mov, mp4, mpg, mpeg or any other regular video format.

- Number of times the Participation Video can be sent/ uploaded: The Participant may upload and/or submit his/her Participation Video through the microsite www.mtvhustlenammapettai.com, multiple number of times before the Closing hours of the Participation Period.

- Viacom18 at its sole discretion may either select any 1 (one) of the Participation Video as submitted on either of the Participation Mechanisms by the same Participant as a Participation Video for the purpose of Audition and subsequent selection or determined otherwise.

d) By submitting the information on the MTV Hustle Namma Pettai Microsite www.mtvhustlenammapettai.com, through documents, social media links, and /or otherwise, the Participant hereby waives all privacy rights and/or any other rights including but not limited to proprietary rights, copyrights, etc. and/or any privacy expectations that the Participant may have with respect to the use of the information furnished by the Participant in any manner. Viacom18, Producer, Sponsors and/or any third party authorized by Viacom18 may use the information for sending out commercial information and/or for other commercial, publicity or promotional purposes and the Participant shall not raise any objection against the same.

e) Music Rights and clearance in the Participation Video:

(i) The Participants shall be solely responsible and liable at his/her sole costs for the song/music, if any, as used and synchronized by the Participant in its Participation Video.

(ii) Participants are required to create their original underlying works and rap for submission under the Participation Video. However, in the event Participants end-up using the underlying works and/or sound recording of any existing song/s and/or sound recording/s or any third-party music/ material ("Existing Works"), it shall be the sole responsibly and liability of the Participant to acquire rights/ license from the author and owner of such Existing Works to use and synchronized same in its Participation Video and share it with Viacom18 stating that their Participation Video consists of Existing Works and authorizing Viacom18 to publish the Participation Video on its Platforms.

(iii) Participants creating original works in its Participation Video, represent and warrant that such Participation Video shall be original unpublished works wherein the Participant is the author and owner of such original works and the Participation Video shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/ party.

(iv) Irrespective of Participation Video falling in either (ii) or (iii) category as stated above, each Participant confirms below:

- The Participation Video shall be suitable for presentation in a public forum, in sole determination of Viacom18;

- The Participation Video shall be original unpublished work created by the Participant and/or rights cleared as stated above, and that it shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/party;

- The Participation Video shall not contain information known by the Participants to be false, inaccurate or misleading, of any nature;

- The Participation Video should not be obscene, vulgar, defaming, denigrating women, artist, celebrity or children, hurting religious sentiments, depicting violence or against the public policy of India or/and the internal policies of the Organizer;

- The Participation Video shall not contain content that could be construed as defamatory, libelous, or slanderous;

- The Participation Video shall not contain content which infringes any third party's copyright, patent, trademark, trade secret, right of publicity, right of privacy, moral rights, and/or any other licable personal or proprietary rights;

- The Participation Video shall not contain any third-party music or any other third-party material in any manner whatsoever;

- The Participation Video shall not contain content which violates any Indian or international law, statute, ordinance, regulation, rule, policy, guidelines, etc. (including, but not limited to, intellectual property rights, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising);

- The Participation Video shall not contain content that engages in, encourages, advocates, discusses with the intent to commit, or provides instructions for conduct that would constitute a criminal or civil offense or would otherwise violate any local or international law or rule;

- The Participation Video shall not promote or advertise any product(s), service(s) or brand(s);

- The Participation Video shall not contain material or content that is, or may reasonably be considered to be, hate speech, whether directed at an individual or group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group or that is otherwise unlawfully threatening or unlawfully harassing to any individual, partnership, corporation, or political body;

- The Participation Video shall not contain material or content for which a Participant was compensated or granted any consideration by any other third party;

- The Participation Video shall not contain content that depicts alcohol, tobacco or narcotics;

- Participants understand that once the Participation Video has been submitted in terms of this Contest, all rights (including intellectual property rights) in and to the participating content shall be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of the Organizer.

f) Grant of Rights to Viacom18:

By participating herein and submitting a Participation Video, the Participant acknowledge, agree and confirm as follows:

(i) The Participant has an unconditional right and authority to participate and submit the Participation Video and other details and to grant Viacom18 right to publish it on its Platforms and all such modes, media and formats determined by Viacom18 at its discretion including the Participants' name, profile photograph or such other photograph that may be submitted and such other details as may be submitted to participate in the Audition.

(ii) By participating in the Audition and accepting and agreeing to the terms and conditions herein and generally as part of the submission process, the Participant hereby exclusively, irrevocably and unconditionally assigns all copyrights and other intellectual property rights relating to the Participation Video (including without limitation all exploitation rights thereof across all modes, mediums, formats, platforms and technologies, whether in existence now; or in existence now, but not in commercial use on the date of execution hereof; or are developed in future), for the territory of the entire world in perpetuity, in favour of Viacom18, on and with effect from the date of submission of the entry, for exploitation in the manner determined by Viacom18 at its sole discretion. The Participant acknowledges and confirms that it shall, at its own cost and expense, obtain all requisite assignments, licenses, permissions, authorizations, no-objection certificates, written arrangements, etc., from the all third person/ parties for any Existing Works used by Participant in the Participation Video.

(iii) The Participant hereby agrees that the provisions of Section 19(4) of the Copyright Act shall not apply to the above assignment by Participant. The Participant hereby expressly waives its rights under the said section and also represents that it has entered into valid written agreements whereby the copyright assignments and waivers has been obtained by it, from all authors/ contributors of the underlying works comprised in the Participation Video.

(iv) By participating in the Participation Video, each Participant unconditionally acknowledge and confirm that: (i) Viacom18 shall have complete rights (as described above including but not limited to download the Participation Video to edit, alter or modify the entry or any parts thereof, to ensure that the Participation Video complies with the Technical Specifications, and is otherwise suitable for exhibition to the general public, and for ensuring compliance with any applicable censorship or other laws anywhere in the world and to store the Participation Video on its server or such other servers as may be authorized by Viacom18; and (ii) in lieu of the license of the rights in the Participation Video as aforesaid, Participant shall not claim any payments or raise dispute on usage by Viacom18 of same. Any breach or violation of sub-clause (ii) above by the Participant shall amount to breach of terms and conditions and entitle Viacom18 for all such rights and remedies as mentioned in this terms and conditions and as under applicable laws.

(v) The Participant grants to Viacom18, its irrevocable consent in perpetuity to use his/ her name, photographs, and to ensure that irrevocable consent of the third person/ party is procured to use their Existing Works and required details, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, internet, newspapers, magazines and such other modes, media and platforms (whether existing at present, or which may be developed at any time in the future) at any time without the requiring Participant's and any third person/ parties further knowledge or consent. Further, acceptance of terms and conditions constitutes permission for Viacom18, its affiliates, promoters and all related entities to shoot videos, click photographs of such Participant and use the Participant' name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

(vi) In submitting the Participation Video to Viacom18, the Participant recognizes that Viacom18 engages in extensive activities in creating, acquiring and developing literary, artistic, musical and other material, including stories, ideas, themes, plots, titles, screenplays, and concepts for television, motion pictures and other developments, which are called "Materials". The Participant recognizes that the Materials which Viacom18 may use in the future may have originated or may have been acquired from its own employees or others and may duplicate or resemble elements of the Participation Video. Participant appreciates Viacom18's concern that any examination of the Participation Video, without a full release of liability, might expose Viacom18 to a claim of plagiarism, or such other claim or threat of litigation. Therefore, as an inducement for Viacom18's examination and evaluation of the Participation Video, and in consideration of such examination, and without prejudice to the declarations provided under this Terms and Conditions, the Participant hereby acknowledges and agrees as follows:

- Its submission of the Participation Video to Viacom18 is voluntary, is not solicited by Viacom18, and not in confidence. There are no materials being submitted to Viacom18 other than the photographs of his friend and himself and related details.

- There is no agreement between Viacom18 and the Participant or an third party, express or implied, relating to Viacom18's use or failure to use the submission (photographs) or any part thereof.

- The Participant shall not assert against Viacom18, its affiliates, licensees, assigns, officers, agents or employees any claim of any nature arising out of any alleged use by Viacom18 of the Participation Video and photographs or any part thereof.

- The Participant will not hold Viacom18 responsible for any loss, theft of the personal information, or any part thereof, including without limitation, the name, photographs, etc.

- The Participant hereby agrees to indemnify and keep indemnified Viacom18, officer, employee, affiliates, promoters, etc from any and all claims in respect of any aspect of the Participation Video including the photographs of themselves and their friends submitted by the Participant, or any of the intellectual property rights thereof, or the assignment thereof, or privacy or publicity, property rights or of any other claims, as well as claims from any third person(s) associated in any manner with the Participation Video,

or any claims arising from the breach/ violation of any of the foregoing terms and conditions.

g) The Organizer reserves the right to disqualify the Participant immediately from the participation if Participants have supplied untruthful, inaccurate or misleading details and/or information, of any nature and/or have failed to abide by the rules and/or are in breach of the terms hereof.

6. <u>Selection of Participants</u>

i. Each Participation Video shall be adjudged by the jury engaged by the Organizer for this Audition and evaluated basis the quality of the Participation Video and most creative response and from amongst the Participants who have provided the most creative responses in the form of the Participation Video during the entire Participation Period and in accordance with the terms and conditions herein, will get one time opportunity to participate in the second round of selection as part of the on-ground audition of the Program happening in close-by city as may be determined and intimated by Viacom18, subject to further terms and conditions as may be intimated by Viacom18 and/or the Producer**.**

ii. The Participant whose Participation Video gets shortlisted will get a one-time opportunity to participate and showcase their talent in the second round of selection and shortlisting which will be conducted in form of an on-ground auditions. The dates and location shall be determined by Viacom18 and intimated to each shortlisted Participant individually as per process mechanism laid below. Participant shortlisted and invited for said second round of selection and participation in on-ground audition understands and acknowledge that invitation for said second round of selection shall in no way be construed to selection of the Participation for the Audition and/or Program.

iii. Further, in the event the Participant clears the above-mentioned second round of selection /shortlisting process and gets further shortlisted/ selected for next round of selection process, such Participant shall get a one-time opportunity to participate in the main Audition of the Program. Such Audition is tentatively scheduled to be conducted and the final dates and location/ venue shall be determined by Viacom18 and intimated to each shortlisted Participant individually as per process mechanism laid below.

iv. The applicant understands that getting shortlisted in the Audition (including each step of selection/ shortlisting before Audition as stipulated herein) is only a preliminary step towards participation in the Program and it shall be the absolute and sole discretion of the Organizers and Viacom18 to allow participation other than present shortlisting process and/or entries received vide said CFE for Audition and based on creative requirements of Viacom18 and Program and the applicant acknowledges this right of Organizer without any dispute or claim.

v. Selection and shortlisting of the Participants for further audition might be subject to the following:

a) A shortlisted Participant may receive a telephonic call/ interview from the Organizer either during or after the Participation Period for second round of selection and verification purposes. The Organizer will attempt to contact such shortlisted Participant once. In case the shortlisted Participant is not

reachable on the number provided or any other means of contact as may be instructed by the Organizer, the Organizer reserves the right to select another Participant as the shortlisted Participant. The shortlisted Participant acknowledges, agrees and understands that receipt of such calls from the Organizer shall not, in any manner, be deemed or considered as any indication that the shortlisted Participant may be selected/ declared for Audition and such shortlisted Participant shall not be entitled to make any claims or demands on the Organizer based on the receipt of such calls. Shortlisted Participant will be considered eligible to participate in the audition only when he/she has been specifically declared by Organizer and not merely because he/she has been contacted by Organizer or any person claiming to be representing the Organizer or any sponsor or associated with this audition and/or Program. Mere participation in this CFE for Audition and sending the Participation Videos does not entitle the Participants to be selected or win the Audition and the Participants will be selected by the Organizer based on a telephonic interview as per above or as may be intimated by the Organizer from time to time. The selection process may vary and shall be as per the Organizer's sole discretion. The Participants or any third party shall have no right to question the process of selection. The Organizer may determine the correctness, quality and validity of each Participation Videos in their sole discretion.

b) The shortlisted Participants as soon as being informed by the Organizer of them being shortlisted for Audition is required to confirm their participation, in a manner, determined by the Organizer, within 24 (twenty four) hours of being informed and confirm the acceptance of participation along with providing requisite details, his/ her personal information, copy of citizenship proof, identity proof, PAN number, address proof, copy of valid passport, etc. and such other details as may be required by the Organizer of the selected Participants.

c) The shortlisted Participant would also be required to sign a release letter and/or a long form agreement or such other related documentations in the format required by the Organizer. Refusal by the shortlisted Participant to execute such documentations in accordance with the Organizer's terms and conditions shall amount to refusal of the selection and the Organizer shall be entitled to choose and declare any other shortlisted Participants.

d) The Organizer reserves the right to cancel the Audition, remove a shortlisted Participants even after announcement of such shortlisted Participants for further participation and announce another Participant in place of the originally announced Participants if:

(i) the documents or details of the Participant are not correct in the opinion of the Organizer; or
(ii) documents so required are incomplete, misleading or untrue; or
(iii) the Participant do not sign the release letter/ long form agreement/ forms required, if any, by Organizer; or
(iv) the Participant do not comply with the requirements and instructions of Organizer.
(v) if the Participant do not roach the Organizer within 2 (two) days of the announcement of the Gratification/ Prize;
(vi) If it comes to the notice of the Organizers that the Participation Video is not original and has breached the representations and warranties provided herein including infringement of copyright.

vi. The shortlisted Participant understand and acknowledge that in the event that he/she cannot comply with any of the requirements indicated by the Organizer for any reason, such shortlisted Participants shall not be considered as a eligible and such shortlisted Participants hereby waives all the rights to claim participation or make any other claims against the Organizer with respect to this CFE for Audition.

vii. The shortlisted Participant understand that this is a one-time opportunity to participate in the second round of selection for the Audition of the Program. The date and exact venue of such on-ground audition shall be informed by the Organizer and shall be subject to availability and possibility of entering the shoot venue and other conditions. The shortlisted Participant shall make themselves present at the location at such time as informed by the Organizer. Inability of any shortlisted Participant to make himself/herself present to for Audition for any reason whatsoever shall result in the disqualification of the shortlisted Participant and disentitlement to further participation. The shortlisted Participant shall have no claims whatsoever against the Organizer for any reason.

viii. The Organizer shall have the right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray them as the shortlisted Participants and/or publish any content recorded during the Audition and exploit it at discretion of Viacom18. By participating in the Audition, the Participants waive all copyrights and any related rights and consents of the Organizer's right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray them as the Participants and/or publish any content / Participation Video submitted by them. The Participants further grant irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit the same, in any and all applications including advertising, commercials, promotion, stories, text, illustrations, articles and commercial exploitation, throughout the world, in any and all media, mode or format whether now existing or hereinafter developed, including but not limited to radio, broadcast and television, newspapers, magazines, and electronic media, at any time without the Participants' further knowledge or consent and without any compensation whatsoever.

ix. It is specifically clarified that the shortlisted Participant should not carry, and shall not be entitled to take, any electronic equipment into the venue, including their mobile phones, tablets, laptops, cameras, etc., and/or any other recording devices. In case the shortlisted Participant carry any such electronic equipment to the venue, they will be required to deposit the same outside the venue at their sole risk and liability. The Organizer or the venue shall in no manner or circumstance, accept any responsibility or liability for the electronic equipment carried and/or deposit by the shortlisted Participant. No recording will be allowed around or within the venue and no recording of the Audition will be allowed in any circumstance.

x. Further, all shortlisted Participant shall maintain absolute confidentiality with respect to the storyline and contents of the Audition, Program, venue, shoot related aspects shown to and/or come to the knowledge of the shortlisted Participant to the release of the same in India. All the shortlisted Participant undertake not to divulge, publicize or disclose any details whatsoever, with respect to the Audition/ Program by the shortlisted Participant, to any other person or on any media platform, including on-air, on-print and/or online.

xi. The Organizer shall have the right, at its sole discretion, to change/ modify/ replace or omit the Audition and the shortlisted Participant shall not have the right to claim any damages or monies from the Organizer. By participating in this CFE for Audition, the shortlisted Participant waive their right to make any such or other claims against the Organizer.

xii. The Organizer takes no any responsibility, liability or any other expenses for the shortlisted Participant and does not take any responsibility or liability in case the meet and greet is cancelled or re-scheduled for any reason whatsoever.

xiii. Notwithstanding anything contained herein, Organizer shall not be responsible to bear or reimburse any costs and expenses incurred by the Participants in availing/ participating in the Audition and/or incurred otherwise. All such costs/ expenses incurred by the shortlisted Participant in availing/ participating in the Audition and/or incurred otherwise shall be borne solely by the shortlisted Participant.

xiv. For the purpose of clarification and avoidance of doubt, the selection/ shortlisting does not include any personal expenses of the shortlisted Participant and the shortlisted Participant shall be responsible for any additional expenses/incidental expenses required to be incurred to avail / participate in the Audition and/or incurred otherwise.

xv. The shortlisted Participant hereby represent and warrant that they will comply with all the Rules associated with the Participation including but not limited to the Terms & Conditions mentioned herein and associated with the Audition, and that the shortlisted Participant shall personally be liable for any breach thereto.

8. The participation shall be governed by the terms and conditions as detailed hereinafter. Upon submitting the Participation Video (as per the terms of participation) on the MTV Hustle Namma Pettai Microsite in accordance with the requirements and criteria as laid down herein, the Participant hereby agrees to have read and understood all the terms and conditions stated herein and agrees to abide by the same.

9. The Terms and Conditions of and in relation to this Audition as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("**Act**") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This is a legal and binding agreement between the Participant and Viacom18, that states the terms that govern the Participant's participation in the Audition through the MTV Hustle Namma Pettai Microsite and/or any other platform as communicated hereunder. By clicking on the 'Submit' icon, the Participant agrees to have read and understood the terms and conditions and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein. These terms and conditions contained herein shall subsist until the first telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by Viacom18 and hence, the rules shall continue to ly on the Participants.

10. By virtue of participation and registration, the Participant hereby agrees to the following conditions and undertakes as follows:

i. The Participant is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Participant.

ii. The Participant confirms that he/she is an adult and is entitled to enter into a valid agreement. The Participant acknowledges that he/she has voluntarily chosen at his/her free-will to participate in the

Audition and is willing to bear all risks, costs & consequences arising from such participation in the Audition and/or the Program.

iii. The Participant represents that he/she has not been accused or 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 Viacom18 and /or Producer. That the Participant is not required to be present before any authority including police or any court of law for a term of twelve (12) months from the date of application and has no other disability which would prevent his/her participation in the Audition.

iv. Employees of Viacom18 and /or Producer and/or their associates and affiliate companies/ sponsors of Viacom18, will not be qualified for the participation in the Audition and requested not to register for the same.

The registration does not guarantee the selection of the Participant's Participation Video to be displayed /exhibited in the Program and /or on the MTV Hustle Namma Pettai Microsite and/or otherwise and such selection including the selection criteria /process shall be as per the sole discretion of Viacom18 at all times. The Participant shall not and waives any right to question the selection/evaluation process, non-selection of the application / Participation Video and/or the selection of any other applicant/participant.

The number of Participants to be selected through any and all the participation mechanism and the number of Participants who shall be finally selected for the Program shall be at the sole discretion of Viacom18 at all times and decision of Viacom18 shall be final and binding.

v. In the event of large number of registrations, the chance to be selected may be strictly on submission of the application on the first come first basis till closure of the Audition Hours for each Audition Day. No further requests for participation shall be entertained by Viacom18. Viacom18 reserves its right to reduce / extend the Audition Hours, Audition Period as per its sole discretion at any point of time. Viacom18 reserves the sole discretion to change/modify the terms of this Audition at any time without prior intimation.

vi. The Participant acknowledges, agrees and undertakes to abide at all times by all the rules, regulations, terms and conditions for this Audition as laid down herein and as determined / modified from time to time by Viacom18.

vii. The Participant may be required to sign / execute a declaration/ registration form/ release letters/ long form agreement for participation in the Audition in addition to these terms and conditions along with the terms of the declaration form, if any as required by Viacom18 shall govern the Participant's participation in the Audition.

viii. Viacom18 shall have the sole discretion to discontinue/cancel the Audition at any point of time and the Participant shall not raise any claim due to such discontinuation or cancellation at any time whatsoever.

ix. The Participant understands and undertakes that for him/her to be able to claim participation, it is his/her responsibility to pay all the direct taxes and other ancillary charges (gift tax, income tax, etc.) to the relevant authorities and furnish the relevant challans to Viacom18 on request, if applicable.

x. Taking part in the registration process shall be deemed to be consent by the Participant to receive messages relating to the Program, promotional messages about the Program, any shows and programs of from Viacom18 and/or any third party so authorized by Viacom18 including but not limited to Sponsors, agencies, Producers and/or event managers etc.

xi. In the event of any violation to the aforementioned or in case it comes to the knowledge of Viacom18 that the details submitted by the Participant in the application are not correct or in case the Participant does not meet the Eligibility criteria mentioned in these Terms & Conditions, the Participant may immediately be disqualified from being considered to be a Participant for the Audition and shall solely remain liable for any action (criminal/civil) arising therefrom.

xii. The Participant who shall be required to submit the KYC documents including documents for age proof, address proof or any such other document as required by Viacom18 within 24 hours (or such other time as sole decided and/or communicated by Viaocm18) of receipt of communication from Viacom18. In case the Participant fails to meet the Eligibility criteria or fails to provide the necessary KYC document within 24 hours (or such other time as sole decided and/or communicated by Viaocm18) of receipt of communication from Viaocm18, Viacom18 shall forfeit the Gratification of the said Participant and the Participant shall be disqualified from further participation in the Audition.

xiii. The Participant hereby agrees to indemnify Viacom18, the Producer and their respective affiliates, sponsors, directors, officers, employees, agents, representatives from and against any claims that might arise from their actions or omissions or arising from any misrepresentation, or concealment of material facts or breach of any representations, obligations or terms as stated herein.

General Terms

i. If for any reason the Audition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical failure in transmission, on the MTV Hustle Namma Pettai Microsite and/or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Audition, Viacom18 reserves the right, at its sole discretion, to disqualify any individual who may be responsible or who tampers with the Participation Video /Audition process, and/or to cancel, modify or terminate the Audition and/or any part thereof. Further, Viacom18 reserves the right to take legal action against such Participant who has committed a breach under the Cyber laws (Information Technology Act, 2000 including all its amendments thereof) and/or any other laws as may be applicable from time to time and Viacom18 shall be entitled to such remedies in law as applicable.

ii. Viacom18 shall not be held responsible in the case of a server shut-down or loss of Participant's Video and/or data.

iii. Viacom18 shall not be responsible for any delay in receipt or non-receipt or incomplete receipt or corrupt receipt of Participation Video / other details of the Participant. Viacom18 shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Participation Video/content. Further, Viacom18 shall not be responsible and/or liable in any

manner whatsoever in case the Participants are unable to register their Participation Video and participate in the Audition due to failure on part of the internet service provider, facility provider, etc. Participants shall be intimated as per the contact details given. Viacom18 does not accept any responsibility in case the Participants(s) do not respond to the calls (maximum three call attempts shall be made) or communication from Viacom18 and/or its representatives or Viacom18 is unable to contact the Participants(s) due to any incorrect and/or incomplete communication detail provided by the Participant and/or delay in receipt of communication and/or non-receipt of such communication due to technical reasons (such as network errors) or Participants is unable to respond for any reason whatsoever. In such cases, Viacom18 shall forfeit the Gratification for the said Participant and the Participant shall not raise any claim on Viacom18 in any manner whatsoever.

iv. All the Participants shall be either directly contacted by Viacom18 and/or its representatives and the Participants for each Audition Day shall be announced in a manner as deemed fit by Viacom18 in due course of time including displaying the names of the Participants(s) on MTV Hustle Namma Pettai Microsite. The Participant shall be solely responsible to check the results of the Audition for each Audition Day on MTV Hustle Namma Pettai Microsite from time to time.

v. The Participant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with Viacom18 as the case may be and/or to participate in the Audition.

vi. The Participants shall at all times make themselves aware of the selection process and all details regarding the Audition which he/she might be informed of or which he/she might learn or come to know of as a Participant in the Audition.

vii. Viacom18 reserves the right to change/ modify these terms and conditions and/ or criteria of the Audition, at any time at their sole discretion, without any prior notice and without assigning any reasons for the same. The Participants shall make themselves aware of any change in the terms and conditions/rules of the Audition by visiting the MTV Hustle Namma Pettai Microsite from time to time and the Participants shall be bound by any such revised /amended terms and conditions/amended rules. Viacom18 shall not be responsible and/or liable towards any Participant and/or any third party in relation to the same.

viii. The decision of Viacom18 in connection with the Audition including without limitation the winning Participants and the Gratification / prize, the mode and timelines of the delivery of the Gratification etc. shall be final and binding and is non-auditionable. In case of any dispute or difference in respect of this Audition, the decision of Viacom18 shall be final and binding on all the Participants including all the person / parties concerned.

ix. The selected Participants whose Participation Video has been selected to be telecasted / exhibited in the Program and/or on the MTV Hustle Namma Pettai Microsite and /or otherwise shall not be intimated by Viacom18. In case the Participant wants to check if their Participation Video has been published on MTV Hustle Namma Pettai Microsite and/or otherwise, the Participants shall be required follow the Program on the television and/or to browse the MTV Hustle Namma Pettai Microsite Program section to check if their Participation Video has been selected to be published on the MTV Hustle Namma Pettai Microsite and/or the Program and/or otherwise. The decision of Viacom18 on all matters relating to the Participation Video including the Participation Video selected for publishing on the MTV Hustle Namma Pettai Microsite for a limited duration shall be

final and binding and Viacom18 shall not entertain any questions, correspondence, and enquiries on the manner of conduct /evaluation and/or selection criteria of the Audition and/or of selection of any Participation Video for publishing on the MTV Hustle Namma Pettai Microsite from any person /party whatsoever.

x. Apart from the prospective entitlement of the Participation Video of the selected Participant to be declared as Participants (and thus eligible for Gratification) and/or being selected to be played /telecasted during the Program and/or published on MTV Hustle Namma Pettai Microsite and/or otherwise, as per the sole creative discretion of Viacom18, subject to selection and written intimation by Viacom18 to such selected Participant(s) (as decided by Viacom18 as per its sole discretion), the Participant/selected participant or his/her legal heirs will have no other rights or claims against Viacom18/Producer and their respective affiliates/sponsors, etc. Further, Viacom18 has the sole, unfettered and absolute discretion to select the Participants for participation in the Audition and that Viacom18's decision in this regard is final and absolute.

xi. Viacom18 shall not be liable for any loss, damage, injury, mental/psychological issues like anxiety, depression, stress etc. or even death caused to the Participant during his/her participation in the Audition during the Audition Period and /or any time thereafter.

xii. Viacom18 will also not be liable for any loss of earnings, employment, opportunity and/or otherwise caused to the Participant and arising as a result of his/her participation in the Audition.

xiii. Viacom18 shall have the absolute right to replace the Participant's Video(s) published on MTV Hustle Namma Pettai Microsite and/or telecast in the Program and/or otherwise from time to time as per its discretion and creative requirements without any liability to any Participant / person/party whatsoever.

xiv. The Participant should not have any criminal records, or such other issues hampering participation in the Audition and hereby agrees that Viacom18 shall have sole authority at its discretion to disqualify any Participant from participation in the Audition at any time. Viacom18 shall also have the right to disqualify a Participant/Participants and choose another Participants in case any such person is unable to provide an email address and any other relevant details required by Viacom18 to contact the Participants and/or provide the gratification, or for any other reason, as required by Viacom18.

xv. All registrations shall be subject to completion of the procedures by the Participant as per instructions given by Viacom18 or the authorized representatives of Viacom18, if any. Viacom18 shall not be liable for any failure of receipt or incomplete registrations. The Participant shall retain the registration code, voucher code or any other communication sent by Viacom18 in relation to the Audition, if any.

xvi. Participation in this Audition implies acceptance, without protest, of all the rules set forth by Viacom18 for the Audition and the terms and conditions herein contained. Acceptance of the terms and conditions by the Participant irrespective of such participation leading to final selection or not, constitutes permission for Viacom18 and/or Producer including any party authorized by Viacom18 to click photographs, call and/or record videos of the Participant through any mode/medium and use the Participant's name, photographs, likeness, voice, audio-video, comments for advertising and promotional purposes in any mode, media, format, medium for worldwide territory for purposes of advertising and trade without any compensation whatsoever.

xvii. To enable registration of a Participant and/or to make the Gratification available to the Participants, personally identifiable information which may include without limitation name, complete address, date of birth, citizenship details, passport details, email id, twitter handle/ account name, facebook handle/ account name, etc. of the Participants/Participants ("**Personal Information**") may be collected by the Organizer to enable the Organizer to administer and promote this Audition and the Participants. If Participants do not truthfully provide all requested Personal Information, the Organizer may determine that such Participants are not eligible to receive the Gratification in this Audition.

xviii. On request of Viacom18, the Participant may be required to make arrangements for Viacom18 to have access to his/her residence, work place, etc. and obtain necessary permissions from his/her parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc. Furthermore, if the Participation Video features any person other than the Participant, the Participant shall be solely required to take the necessary consent/permissions from such person(s) earing in the Participation Video and the Participant shall indemnify Viacom18 from and against any claims with respect to the same.

xix. Any photographs, Participation Videos, audio visual recordings, audio / video clips, performance executed (including audio and video), musical recordings (audio and video), content, materials, audio / video clips, bytes, etc. provided/uploaded/ submitted by the Participants on the MTV Hustle Namma Pettai Microsite and/or otherwise ('**Content'**) shall upon creation /submission be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Viacom18 and shall become the property of Viacom18 and accordingly all intellectual property rights including copyrights as per the Copyright Act, 1957 and/or any other equivalent provision thereof under applicable laws, in the Content shall vest with Viacom18 and Viacom18 shall have unfettered exploitation rights in and to the Content, through any and all modes and medium of exploitation, throughout the world in perpetuity. The Participant expressly agrees to his /her subsequent participation, if any being recorded and telecast as a part of the Program or otherwise on the MTV Hustle Namma Pettai Microsite and/or for promotion of the Program and/or on a stand-alone basis, as required by Viacom18 through any mode, mediums and formats, whether existing now, or developed in future (**"Recording"**) and all the all rights (including intellectual property rights) in and to such Recording shall be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Viacom18. The Participant hereby grants to the Channel and Viacom18/its affiliates/group companies etc., the unfettered right to exploit exclusively and in perpetuity, throughout the universe, the Content and /or Recording, and its derivatives thereof and/ or any part thereof, through any and all means including but not limited to the right to use the Participant's name, photographs, likeness, voice, audio visual / videos, photographs, videos, Content, Recording, etc. provided/submitted as aforesaid to Viacom18 and/or recorded by Viacom18 / Producer during the Audition and/or during the Program through all media including without limitation television, radio, print, mobile, internet and/or any other such media, technology in existence, whether now known or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory of entire world, as the Channel/Viacom18, may deem fit. Viacom18 shall not be obliged to exploit the Content /Recording (if made), into the final version of the Program. The Participant agrees that on submission/creation of the Content Participation Video, all intellectual property rights including copyrights in the Content/Recording/Participation Video shall vest with Viacom18 and shall be available to Viacom18 for exploitation through any and all modes, mediums, platforms, throughout the world in perpetuity. The Participant hereby agrees that Viacom18 shall have complete, unfettered and exclusive exploitation rights in and to the Content /Recording and have all the rights to exploit, edit, integrate other content with Content/Recording,

distribute, exhibit, sell, transfer, license, sub-license, monetize and exploit the Content/Recording on various platforms and through various format, modes, media including but not limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Content /Recording via terrestrial, satellite television, MMDS,SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet / broadband / IPTV/ WAP/ iMode / other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.), all forms of on demand (SVOD, TVOD, AVOD, NVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non-linear transmission/exploitation including through web, internet, IPTV, mobile, lications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

xx. The Participant agrees and acknowledges that Viacom18 has exclusive creative prerogative in respect of the Program and the nature and manner of editing of the Program and/or the Participation Video shall be as per the sole creative discretion of Viacom18 including all rights to edit/modify the Content/ Participation Video and integrate other content /materials/Participation Video with the Content / Recording for the purpose of exploitation and/or for creating promos for marketing and promotional purposes.

xxi. The Participant does not and shall not have any right to receive or claim any remuneration/compensation, fees at any time whatsoever, towards the usage /exploitation of the Content /Participation Video by Viacom18 and/or any party authorized by Viacom18 and further the Participant hereby irrevocably grants and assigns to Viacom18, free and clear of any and all claims, all of the Participant's rights and interests in such Content / Recording exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised.

xxii. The Participant shall ensure that the photos and/or Participation Videos including the statements, comments, remarks made by the Participant in the Participation Video or otherwise by him/her in any public domain in relation to the Audition and/or Program including but not limited to their performances in the Participation Video are not obscene, vulgar, defaming, derogatory or objectionable, denigrating women or children, hurting religious sentiments, depicting violence or shall not comment on any matters that are sub-judice or shall not infringe the rights of a third person and shall not infringe copyright, right of privacy or any other rights whatsoever of any person nor violate any applicable Indian or international laws, statutes. Further, the Participant shall be solely responsible to obtain all necessary permissions, licenses, rovals etc. as may be required prior to submitting the Participation Video(s) to Viacom18 and any third party claims/objections received if any shall be solely resolved by the Participant without involving Viacom18 in any manner whatsoever.

xxiii. The Participant hereby represents and warrants that he/she will comply with all the terms and conditions stated herein including without limitation all rules, regulations, policies as

communicated by Viacom18, and/or its parent, subsidiary, and affiliate companies in relation to the Audition.

xxiv. Under no circumstance, shall Viacom18 and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant specifically agrees not to file in person/through any family member and/or any third party any lications, criminal and/or civil proceedings in any courts or forum in India against Viacom18 and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Audition / Program.

xxv. The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Audition. Any knowledge of such an act shall lead to immediate disqualification of such Participants and Viacom18 shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.

xxvi. The Participant agrees to indemnify and hold harmless Viacom18/Producer its affiliates and their respective employees, officers, directors and agents, sponsors, contractors, etc. from and against any claim, loss, liability, damages, cost (including legal costs) of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach by the Participant of any representations, misrepresentations or concealment of material facts and/or the Participant's actions or omissions while participating in the Audition and/or the Program and/or breach of any terms of this agreement, warranty, performance and/or any of the terms and conditions as stated herein or in event if any of Viacom18' rights get affected in any manner whatsoever. In the event of any claim, the Participant will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If the Participant is not diligently and continuously pursuing this matter, Viacom18 may take such action on behalf of itself and/ or as attorney for the Participant, to adjust, settle, defend or otherwise dispose of such claim, in which case the Participant shall, reimburse Viacom18 for any costs and penalties incurred thereof or such other indemnity in the amount thereof. In addition to the above indemnities by the Participant, the Participant waives any right of inspection or roval of or, in and to any Participation Video /content and/or video shoot and/or Content /Recording including any other recording and exploitation of the same by the Viacom18 in any manner whatsoever.

xxvii. The grant of rights, representations, warranties, indemnities given by the Participant and the Participant's confidentiality obligations contained herein and any such provision that is intended to survive and/or by its very nature should survive, shall survive the expiration of the term as contained herein.

xxviii. The terms and conditions shall be governed, interpreted by and construed in accordance with the laws of India and the Courts of Mumbai, India shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this terms and conditions.

I HEREBY AGREE, CONFIRM AND DECLARE THAT THE INFORMATION I HAVE PROVIDED / SUBMITTED HEREIN IS TRUE AND CORRECT AND I FURTHER AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS FOR MY LICATION/PARTICIPATION AND I HEREBY

CONFIRM TO COMPLY WITH THE SAME. ALL INFORMATION GIVEN BY ME, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY VIACOM18, IT'S AFFILIATES, ITS LICENSORS, PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARTNERS AGAINST ANY LOSS/DAMAGE/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE INFORMATION PROVIDED BY ME AND /OR ANY ACT AND/OR OMISSION ON MY / PART AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS SET OUT ABOVE.

Annexure A

S&P GUIDELINES

1. Ensure the Participation Videos do not denigrate or defame the Organizer, the Program or the host/participants /judges/any crew of the Program.
2. Ensure the Participation Videos do not contain threats or threatening language towards any person especially women and children.
3. Ensure the Participation Videos do not disrespect national emblems, any government office or office bearers (ex. PM Modi), political parties or leaders.
4. Ensure no abusive language, nudity or obscene gestures are permitted in the and no direct abuses towards the Auditions are contained therein.
5. Ensure no brands or sponsors are defamed.
6. Ensure there is no mention of any religion, caste or community.
7. Avoid content related to sub-judice cases from public domain.