

TERMS & CONDITIONS

1. Zee Entertainment Enterprises Limited (hereinafter referred to as “**ZEEL**”) is launching / has launched the audition (herein after referred as “**Audition**”) for the popular Bengali non-fiction family game reality show titled as “**DIDI NO 1**” (hereinafter referred to as “**Programme**”) for its channel “**ZEE BANGLA**” (hereinafter referred to as “**Channel**”) in association with L'Oréal India Private Limited inter-alia having its brand “**Garnier**” (hereinafter referred as “**L'Oréal**”) Any interested person(s) (herein referred as “**Participant(s)**”) may participate in the Programme by appearing on auditions on different venues which may be informed by ZEEL on its Channel and/or on its official social media handles and / or through its official website and/or any other medium which ZEEL may in its absolute discretion consider fit and proper (herein referred as “**Audition Portal**”).
2. Such audition for a particular day will commence from 9AM and will end at 4PM. Auditions will be held from 8th May, 2022 to 31st March, 2023
3. This audition is only available for the Participant(s) who is / are resident of India and those who are above 4 (Four) years of age as on the date of this Programme.
4. Interested Participants may appear on the venue(s) of such audition(s) as notified by the Channel from time to time to showcase their respective skill(s) and talent(s).
5. This is to clarify that the date(s), time(s), venue(s) etc of such Auditions are subject to change without issuing any notice / intimation / communication of any nature and the channel's decision shall be full and final. Notwithstanding any other provisions mentioned herein, ZEEL may, at its sole and absolute discretion, cancel or reschedule the dates for such Auditions and at such date and place as it may determine, and the Participants shall be required to be physically present on such rescheduled date and place in order to avail the opportunity to participate in the Auditions for the Programme. If any Participant fail to be present on such rescheduled date and time, then such Participant shall be considered to have lost his/her chance to participate in the Auditions of the Programme and ZEEL shall in no event be responsible to address the Participants' claim or communications relating to the Activity.

6. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions on ZEEL's official website and/or the Channel and/or the Channel's website and/or on its official social media handles.
7. ZEEL may promote this audition(s) through the medium of any TV Channel including but not limited to ZEE BANGLA, website, print media (newspapers), television (promos, Astons, bugs etc.), digital media/ online and/or any other manner / medium as shall deem fit and proper by ZEEL, at its sole discretion.
8. The inhouse creative team of the programme and / or Zee Bangla will evaluate the Participants on the basis of exhibition of their respective skill(s) and talents(s) and will select them accordingly. It is made abundantly clear to the Participants and their guardians (in case of minor) that the decision of ZEE BANGLA and / or ZEEL shall be considered as full, final, binding in nature, non-contestable, will not be entertained by ZEEL. The Participants and their guardians (in case of minor) further agree, promise, assure and warrant that they shall not have any claims and/or raise any dispute regarding the same.
9. No dispute shall be entertained with regards to the selection criteria of the audition and / or the Programme. It is clarified that ZEEL and Judges decision with regard to the Auditions and the Programme shall be full and final and cannot be challenged by anybody including the viewers of the Channel for any reason whatsoever.
10. To participate in the said Auditions, the Participants have to fill up an "Audition Form"(herein referred as "**Audition Form**"), which shall be shared with Participants at the venue of the Audition. The Participants need to attach their respective passport size photograph(s) in the required form which need to be filled and signed by the Participants with their correct and authentic details and the Participants need to carry such form(s) at the venue(s) of the Audition(s). In case of minor Participants (ageing below 18 years), such form(s) have to be filled up and signed by the respective guardian(s) of the Participants.
11. The Interested Participants and the guardians of the Participants (in case of a minor participants) understands that to participate in the said audition, they have to log in a Microsite which has been launched by ZEEL and further agrees that after log in the said Microsite, the participants need to provide the following correct details,
 - Name,
 - Address,

- Contact details,
 - Date of Birth (DOB),
 - Age,
 - Academic details,
 - Profession,
 - Number of family members,
 - Reason for participation in the audition, and
 - Photograph (optional).
12. By participating into this audition, the Participants hereby agree and consent that all the personal details of the Participant(s) provided in the microsite will be used by L'Oréal at any point of time for promotional, publicity and marketing material, survey/sampling without any consent, reference, payment or other compensation to the Participant, subject to applicable privacy and data protection laws. To know more about L'Oréal's Privacy Policy please visit <https://www.garnier.in/privacy-policy>."
 13. Each Participant expressly agrees that by his / her participation in the audition, ZEEL and / or its affiliates / agents / advisors or sub-contractors further can use the personal, sensitive collected information, in any media or future promotional, publicity and marketing material, without any consent, reference, payment or other compensation to the Participant, subject to applicable privacy and data protection laws.
 14. ZEEL and L'Oréal takes appropriate technical and organizational measures to protect the personal information provided by the Participant against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. However, ZEEL and L'Oréal cannot guarantee the security of any personal information or data which the Participant discloses. In any event, Participant agrees not to hold ZEEL and / or L'Oréal responsible for any breach of security, except in case of negligence or wilful default on the part of ZEEL or L'Oréal under the relevant legislation.
 15. It is made abundantly clear that there will not be any monetary involvement / transaction of any nature whatsoever for the participation in the Programme. The Participants and their guardians (in case of minor) shall not be entitled for any gratification whether monetary or otherwise and / or any other kind of opportunity of any sort.
 16. The Participant(s) and their guardians (in case of minor) must enter the details on their own and Entry (ies) by proxy will not be accepted.

- 17.** ZEEL reserves the right to change and / or modify the terms and conditions for participation in the Programme and / or any part thereof at any time in its absolute discretion.
- 18.** The Participants shall not use any third party material or any visually identifiable references to any merchandise goods or services and the further shall not enter into any arrangement for the placement of product and / or service or enter into any tie-in or sponsorship arrangement in connection with the Programme, unless otherwise required by ZEEL
- 19.** For the sake of abundant clarity, all personal expenses, which may be incurred in order to participate in Audition including but limited to travelling, food, lodging etc. shall be borne by the Participants and the Guardians of the Participants (in case of minor). ZEEL / Zee Bangla shall not be responsible for the same and in case of cancellation of audition due to any reason whatsoever.
- 20.** Since the Programme is related to family game show, the Participants will not be allowed to use/ carry any camera, drugs and/ or alcoholic substances.
- 21.** The Participants and their guardians (in case of minor) assure and promise that they shall not click any picture and/ or record any video at the venue(s) of the audition(s) as well as on the Set of the Programme. If any Participant and their guardians (in case of minor) are found doing the same, such Participant will be disqualified from the audition of the Programme and / or from the Programme with immediate effect without any further intimation to such Participant.
- 22.** The Participants who are medically unfit will not be eligible to participate in the audition(s) and / or the Programme.
- 23.** ZEEL shall not be responsible if any Participant is unable to appear on the auditions and/or in the Programme for any reason whatsoever.
- 24.** Smoking or consuming any kind of drugs and / or alcoholic substances at the venue(s) of the audition(s) and the Programme is strictly prohibited. If any Participant appears at the venue of the Programme and/or at the venue of the Audition consuming alcohol and/or any kind of drugs, he / she will be disqualified immediately.
- 25.** The Participants and their respective guardian(s) (in case of minor) agree to comply with the Covid-19 guidelines as well as the local laws implemented by the Central Government and / or State Authorities. The Participants and guardians of the Participants will always wear mask and maintain a safe distance from each other. It is made abundantly clear to the Participants that if any of the Participant and / or his / her guardian gets infected of Covid- 19 ,

while attending the audition, ZEEL shall not be responsible for the same and neither ZEEL nor any of its affiliates and / or group companies shall be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or loss of, or damage to property. The Participants hereby agree that they are participating in the audition at their own free will and accord.

- 26.** The Participants and their respective guardians (in case of minor) assure, promise and warrant that they will maintain the decorum at the venue(s) of the Programme as well as the venue of the Audition and will not create any kind of chaos at the venue of the audition and agrees to abide by all the rule and regulation set by of ZEEL at the venue. The Participants and their respective guardians (in case of minor) agree to co-operate with the staff, employees, agents, representatives and officers of ZEEL to avoid any kind of unwanted situation at the venue.
- 27.** If any fraudulent and / or untoward incident happens to any of the Participant(s) with regard to the auditions, participation in the Programme and/or at any point of time during the making of this Programme and for which such Participant faces any loss and/or injury and / or mental disturbance, ZEEL shall not be held responsible or accountable for any expenses, loss, injury and / or any other liability which may arise.
- 28.** The Participants and their guardians (in case of minor) shall indemnify and hold ZEEL harmless, its group companies, affiliates and subsidiaries and their respective officers, directors and employees, against any loss that may occur to them due to non-adherence of these terms and conditions by the participants while discharging their duties in relation to their engagement in the Programme
- 29.** Using of false names / identities, illegal / false mobile numbers, fake email addresses and / or any other illegal means either online or in hard copies shall be considered as suppression of facts and if ZEEL has to suffer of any adverse consequence in this respect, the Participant/s and / or their guardians (in case of minor) shall be penalised for the same in a manner as ZEEL may deem fit.
- 30.** The Participants should not make any views, opinions, statements, comments and remarks that is / are vulgar, defamatory, abusive, offensive, demeaning or derisive to any person / individual (alive or dead) or community or organization or religion. The contestants / Participants and their respective guardians (in case of minor) take the entire responsibility, liability, accountability and onus of the

views, opinions, statements, comments, remarks, conduct, behaviour and gestures expressed by them in the Programme and shall keep ZEEL / Channel and its respective officers, directors, representatives, agents and employees indemnified at all times from any liability / loss arising including but not limited to any defamation or other claims due to such views, opinions, statements, comments, remarks, conduct, behaviour and gestures expressed by them in the programme and the contestants / Participants and their respective guardians (in case of minor) shall ensure to resolve any claim from any party at their sole cost and expense, without any recourse from ZEEL/Channel in any manner whatsoever. ZEEL and / or Channel does not vouch any claim made by the participants and shall not be held liable for any consequences. ZEEL and / or Channel do not accept liability or responsibility for the same.

31. The Participant grants ZEEL its agents, affiliates or assigns the right to use the likeness, face, name, signature, voice, photographs, biographical data or image of the Participant in relation to the Programme.
32. The Participant agrees and accepts that ZEEL will invest large sum of monies in producing the Programme and that the Performance of the Participant is very crucial for the Programme.
33. ZEEL and/or L'Oréal shall not be in any manner be responsible to the Participant for any mishap, injury, accident or any such eventuality on the sets and/or during the shoot of the Programme and the Participant shall have no claims against ZEEL towards any loss, claims, damages arising from the same.
34. The Participant(s) acknowledges and undertakes to be fully responsible for all his/her acts, actions and omissions.
35. The Participant shall be liable to make true and correct disclosures regarding him / her and shall inform ZEEL in advance of any special requirement from medical perspective or otherwise, which he / she is aware of and which may have a bearing on his / her participation and / or Performance in the Programme.
36. **Grounds for disqualification for the Participants to participate in the auditions and the Programme:**
 - If the Participant is unable to comply with the terms and conditions of the Programme as well as the rules and regulations as specified by ZEEL from time to time.
 - If the Participants have acted in any manner detrimental to the reputation and goodwill of ZEEL, Zee Bangla and the Programme.

- For any other reason as ZEEL may deem fit and proper in its absolute discretion.
- Participants and/or his/her guardian (in case of minor) found indulging in any malpractices such as cheating, misrepresentation, providing any inaccurate, false and/or misleading information at any point of time including but not limited to in the Audition Form filled by him/her and/or his/her guardian shall be disqualified from the on-going auditions or at any point of time during the making of this “Programme” and strict legal action may be taken by ZEEL against such Participant(s).

37. Technology Limitations – ZEEL (including its associated/group companies), ZEE BANGLA, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies shall not be responsible for the following:

- Any late, lost, misrouted, garbled or distorted or damaged transmissions or entries / posts;
- electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures;
- Any disruptions, injuries, losses or damages caused to the Participants and/or their guardians by events beyond the control of ZEEL.

38. The Participants and / or their respective Guardians (in case of minor) understand and accept that ZEEL and/or ZEE BANGLA shall not be held responsible for any theft and/or loss of any personal belongings of any property of the Participants and / or their guardians.

39. The Participants and the guardians of the Participants (in case of minor) will comply with health and safety regulations at all times and undertakes to take all necessary precautions at the venue(s) of the Audition to prevent any accidents, mishaps or hazardous conditions and to take immediate steps to inform the designated official of ZEEL / ZEE BANGLA and shall comply with all reasonable requests made to the Participants and the guardians of the Participants (in case of minor) in respect thereof. ZEEL shall not be liable to the Participants and the guardians of the Participants (in case of minor) for any loss and/or damage and / or injury to the Participants as well as to the guardians of the Participants during or in connection with the audition and / or during the entire Programme.

40. Mere participation in the audition/Programme will not construe any connection/relationship between the Participant/ guardian of the Participants and ZEEL / ZEE BANGLA and its associate companies, group companies, affiliates, subsidiaries, holding companies.
41. Employees and/or relatives, friends of the employees of Zee Bangla channel, ZEEL and its associate companies, group companies, affiliates, subsidiaries, holding companies including the sponsors of the event and their relatives are not eligible to participate in this voting.
42. At no point of time will ZEEL be obliged to notify unsuccessful Participant(s) of its decision.
43. The Participant and / or his/her Guardian (in case of minor) agrees that the Participant shall make himself / herself available from time to time and co-operate with ZEEL and participate in any activity and/ or campaign relating to the Programme and / or audition of the Programme and / or the entire Programme as a whole (“**Activity**”) of any nature whatsoever without any money being payable to the Participant. Further, the Participant shall at no point of time refuse or disagree to participate in any such Activity for any reason whatsoever. The Participant and / or his/her Guardian (in case of minor) gives his / her consent to ZEEL and/or any other agency / entity on behalf of ZEEL to make the footage of the participation in the Activity, audition and / or his / her participation in the Programme. The Participant in consideration of being afforded an opportunity to take part in the Activity, audition and / or his / her participation in the Programme, agrees that the footage of any nature with regard to the Participant in such Activity shall vest with ZEEL, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity and ZEEL may exploit the same in any manner and in any media whatsoever at any time throughout the world.
44. The Participant and / or his / her Guardian (in case of minor) specifically agrees, allows, grants and permits ZEEL or any party authorized by it to record (audio-video / audio or video) the participation process / performance at Activity, including but not limited to the performance and any interaction of the Participant with ZEEL or fellow Participant or any judges and/or representative of ZEEL, if any, of the Participant(s) rendered during entire Activity or any related series of video recordings which have been shot during the Activity on film, tape or digital or other electronic media and includes recording of any personal questions or conversations relating to the personal lives of the Participants (“**Footage**”) and

agrees that the Footage may be used by ZEEL as it deems fit anywhere in the world at any time now or in the future, including but not limited for promotion of the Programme. ZEEL shall shoot the entire performance of the Participant and ZEEL also reserves the right to alter / delete / modify any part of the Performance of the Participant. For the avoidance of doubt, all rights in the Clips / Footage / Programme vests exclusively with ZEEL worldwide in perpetuity and ZEEL is entitled to exploit the same in any manner it may deem fit.

45. If ZEEL has to suffer of any adverse consequence in respect of using of any illegal and/or unfair means adopted by the "Participants" for auditions and / or for the Programme, then the said Participants shall be penalised for the same in a manner as ZEEL may deem fit, which may include immediate cancellation and / or expulsion of such Participant from the audition and / or Programme as decided by ZEEL in its absolute discretion.
46. ZEEL and / or L'Oréal shall have the right to share the Participant's personal information to any governmental or regulatory bodies if required by law, rule or statute and in response to a valid order of a court or authorized agency of the government or other legal process.
47. The Participant and his / her Guardian (in case of minor) acknowledges that the Participant has voluntarily chosen to participate in the audition of the Programme and/or the entire Programme at his / her free-will and is willing to bear all risk, costs and consequences arising from such participation in the Programme.
48. It is made abundantly clear that ZEEL makes no representations, warranties nor provides any undertaking to any of the Participant(s) and his / her Guardian (in case of minor) that any or all of the Participants will be able to qualify for being eligible to get the opportunity of participating in the audition for the Programme.
49. It is expressly clarified that the Participants shall not make any public statement or press statement or provide any interviews in connection with the Confidential Information in pertain to the audition for the Programme.
50. The Participant and his/ her Guardian will not make any defamatory / derogatory statement against ZEEL / Zee Bangla in any social media platform including but not limited to Facebook, Instagram or in any public forum. If any such incident happens, ZEE shall have right to legal action against the Participants and his / her Guardian.

51. The Participants and guardians of the Participants / person accompanying the Participant (in case of minor) will be travelling to the venue(s) of audition and/or to the venue of the shooting of the Programme at their own cost, will, accord and risk. ZEEL / Zee Bangla shall not be responsible any manner for the same.
52. If the audition and / or shooting of the Programme continues till late night, the Participants / guardian of the Participants (in case of minor) shall stay at their own risk and arrangement.
53. 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 ZEEL in writing and / or not have an arrangement or a contract with any third party that prevents the Participant(s) from participating in the Programme.
54. All disputes arising out of or related to this auditions or programme shall be subject to the exclusive jurisdiction of courts at Kolkata alone to the exclusion of all other courts and subject to the laws of India only.
55. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
56. Each provision of this Terms and Conditions shall be considered severable, and if for any reason any provision(s), or the application of such provision(s) to any person, entity or circumstance, shall be held invalid or unenforceable, such provision(s) shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof, or the application of the affected provision to persons, entities or circumstances other than those to which it was held invalid or unenforceable.
57. ZEEL is empowered to take a decision on any case not covered by the present Terms and Conditions.
58. The Participant(s) and his / her Guardian (in case of minor) shall have reviewed the Terms and Conditions in its entirety. Participation of such minors shall mean that his / her parents and / or legal guardian have reviewed and agreed to the Terms and Conditions hereof. The Guardian shall be fully liable for all obligations / representations and warranties as specified under this Terms and Conditions for his / her child's participation in this Programme. By participating in the auditions for this "Programme", the Participants and his / her Guardian (in case of minor) acknowledge and agree to the terms and conditions contained herein.

59. ZEEL reserves all rights to make amendments to the existing Terms and Conditions or withdraw the Programme without giving prior notice. The duration, format, dates, venue etc and other rules / regulations of the audition for this Programme as well as that of the Programme shall be at the discretion of ZEEL only.
60. Other Conditions apply.