

BIGG BOSS-MALAYALAM- SEASON-7

Terms and Conditions for selection of Commoner Contestant

Please read the following Terms and Conditions before participating in the Auditions conducted by Jiostar India Private Limited (Formerly known as Star India Private Limited) (“JIPL”/ “Company”) and/or the Production House (defined below). By voluntarily participating, You agree to be bound by these Terms and Conditions and represent that you satisfy all of the eligibility requirements set out herein below.

The following **terms and conditions** (“**Terms and Conditions**”) govern the entire process for Auditions (as defined below) as detailed herein for the selection of a Commoner Contestant (*as defined below*) to be participated in the program/show tentatively titled “Bigg Boss – Malayalam- Season-7” (“Program”) based on the English format “Big Brother”, along with the other selected Celebrity Participants and; shall be binding on each participant (“**Participant**”, “**Contestant**”, “**Your**” and/or “**You**”) residing in and is a citizen of **India** (hereinafter referred to as “**Territory**”) who voluntarily participate in the Auditions hosted by **JIPL/Company and/or Production House** (as defined below) for the purpose of selection and participation of Commoner Participant in the Program to be aired on, *inter alia*, on the Company’s and/or its network of channels and/or any other channel as deemed fit by JIPL (hereinafter collectively referred to as “**Channel**”).

These Terms and Conditions shall be irrevocably binding on each Participant voluntarily participating in the Auditions. To participate in the Auditions, the Participant may be required to disclose his/ her personal information to JIPL from time to time such as name, contact number, email ID, residential address, and/or other personal information. (“**Personal Information**”). JIPL is committed to protecting the privacy and the confidentiality of the Personal Information received. JIPL uses commercially reasonable efforts and general industry standards to protect such information from any unauthorized access or disclosure. Such information is dealt in the manner laid down in the Privacy Policy of JIPL available at <https://www.jiostar.com/legal-terms-policies/> (the “**Privacy Policy**”).

By participating in the Auditions, it is deemed that the Participant has read, understood, accepted and agreed to unconditionally abide with all the Terms and Conditions and Privacy Policy. The Participant’s act of voluntarily participating in the Auditions in the manner as detailed below shall be deemed to be the Participant’s absolute acceptance to the Terms and Conditions, Terms of Use, Privacy Policy and User Generated Content of JIPL as prescribed from time to time (hereinafter collectively referred to as “**Terms and Conditions**”). If the Participant does not agree to be bound or cannot comply with any of the Terms and Conditions, please do not continue. Failure to accept these Terms and Conditions or the Privacy Policy or Terms of Use or User Generated Content will disqualify the Participant’s participation in the Auditions. The Auditions shall be governed by the Terms and Conditions stated herein below and all participants are requested herein unconditionally accept and agree to comply with and abide by the same.

You are required to click on the tab ‘**I ACCEPT**’ at the end of the page. The failure to accept these Terms and Conditions by You will disqualify your participation in the Auditions.

DEFINITIONS

“Digital Auditions” means Level 1 of the selection process of the Auditions as detailed hereunder and any additional levels as may be incorporated thereafter by the Company in the process of the Auditions at any point of time at its discretion, to be conducted *inter alia* in the manner as set out hereunder, which the Participant(s) is required to qualify for further Levels, if any and qualify for participating in the Program.

“On Ground Audition(s)” shall mean different levels comprising of Level 2 (Video Auditions) and/or Level 3 (Personal Interview) of selection process of Auditions as detailed hereunder and any additional levels as may be incorporated thereafter by the Company in the selection process of the Auditions at any point of time at its discretion, to be conducted *inter alia* at the Audition Center(s), which the Participant(s) short-listed in the Digital Auditions are required to qualify and pass for participating in the Program.

“Audition(s)” shall mean jointly and/or severally the Digital Auditions and/or On Ground Auditions and different Levels of selection process to be conducted *inter alia* in the mode and manner as detailed hereunder during the Audition Period (defined below), which the Participant(s) is required to qualify to participate in further Levels for participating in the Program.

“Digital Audition(s) Period” shall mean the period commencing from June 23, 2025 at 12:00 AM (IST) and continues till July 10, 2025 at 11:59:59 PM (IST) or such other date stipulated and/or updated by the Company and/or Production House at its sole discretion on the website/microsite viz, <http://bb7.jiostar.com> (“Website”/“Platform”) and required to be checked by You from time to time. The period can be extended or reduced by the Company and/or Production House at its sole discretion from time to time.

“On Ground Audition(s) Period” shall, mean on such date(s) fixed & communicated by the Company and/or Production House to the short-listed Participants in Digital Auditions.

“Audition Centre(s)” shall mean Kochi or any other locations in the State of Kerala where the short-listed Participant(s) in Level 2 (Video Auditions) need to make themselves available for further levels of auditions as per the selection procedure.

“Audition Period” in respect of Digital Auditions shall mean the period as mentioned hereinabove and for On Ground Auditions shall mean the date(s) / period as fixed & communicated by the Company and/or Production House to the short-listed Participants in Digital Auditions.

“Company/JIPL” means *Jiostar India Private Limited (Formerly known as Star India Private Limited)*.

“Commoner Contestant” means one (1) Participant who is selected from among the viewers / general public through the process of the Audition(s) as enumerated below to participate in the Program along with other selected / Celebrity Contestants. Provided however that the Company and/or the Production House shall have the absolute discretion to increase / decrease the number of Commoner Contestants depending upon their programming requirements and without any further notice to the Participants and/or the Viewers.

“Eligible Participant(s)” / “Participant(s)” means all person(s) aged 18 (eighteen) years and above as on June 1, 2025, being an Indian citizen and resident of India and enters the Auditions /Program individually.

“Exploitation/Exploit” shall mean the exploitation of the Works including along with its cognate forms and grammatical variations, means and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation, adaptation, publication, cutting, editing, and packaging of the Intellectual Property vested in the Works, either in whole or in part, in any form/format or language, as may be decided by JIPL in its sole discretion and shall include incorporation of the Works

including performances in the Program or any audio visual recording or sound recording or as may be decided by JIPL in its sole discretion as well as the conversion of the Works from one form/format to another and in relation to the Works, making of a Cinematograph Film or Sound Recording, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations, dubbing and/or subtitling in any all languages/dialects in the world, converting the Works for theatrical exploitation, including but not limited to the broadcasting thereof by any form of radio, internet and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, Nvod, SVOD, PVoD, FVoD, AVOD made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile/telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Intellectual Property and all elements thereof. The capitalized terms ‘Broadcast’, ‘Communication to the Public’, ‘Cinematograph Film’, ‘Performance /Perform in Public’, ‘Sound Recording’, ‘Visual Recording’ shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

Intellectual Property” means and includes all performances, performers’ rights, publicity rights, brands, rights if any vested in the Participant relating to or in the footage owned by the Company, concepts, confidential information, copyrights, databases, designs, formulae, franchises, goodwill, know-how, licenses, ‘look and feel’, music (including songs, sheet music, lyrics and remixes), permits, proprietary information and knowledge, scripts (and their sound recordings), segments, set designs, service marks, technology, titles, trademarks, trade names, trade secrets, format rights, and all other allied, ancillary and subsidiary rights in any and all media whether now known or subsequently invented, as well as all other intellectual property as is commonly understood and recognized as such by applicable law, (past, current or future) industry usage, or otherwise.

“Level(s)” shall mean collectively Level 1, Level 2 and Level 3. The term “Level(s)” shall be construed accordingly to refer to anyone (1) particular level of the Auditions as signified by the corresponding number.

“Program” means the Show which shall be tentatively titled **“BIGG BOSS-Malayalam-Season-7”**.

“Production House” means the Production House (if any) engaged by the Company for the production of the Program.

“Studio” means any venue/ location as deemed fit by the Company and/or Production House for filming of the Program.

“Works/Materials” shall mean and include Footage (as defined below), Entries, On Ground Entries, footage of Promotional material including any form of artistic works, works of authorship, performances and services made by the Participant(s) or compilation, data which is developed, created, discovered, invented or otherwise brought into existence by the Participants during the course of Auditions/Program/Show or the Auditions and any other Intellectual Property created/ generated by the Participants during the course of participation in the Auditions/Program/Show.

PRINCIPAL RULES

1. Eligibility criteria for Participants:
 - (a) Participants who are aged 18 (eighteen) years and above as on June 1, 2025
 - (b) Participants who are Indian citizens and resident of India, as per applicable laws; and
 - (c) Such other criteria provided under these Terms & Conditions.
2. The Auditions are an integral part of the Program. The Auditions will be conducted on Digital platform during the Digital Audition Period and/or On Ground at absolute discretion of the Company, in the Audition Centre(s) located in the Territory and the interested Participant(s) shall be required to upload the require information on the Website and/or shall be present at such Audition Centre(s) during the Audition Period to register themselves in the manner provided below.
3. On Ground auditions may or may not take place at the sole discretion of JIPL and/or Production House. JIPL/Production House is under no obligation to go for On Ground Auditions or shooting of the Program and is also under no obligation to inform prospective Participants about the same.
4. The Digital Auditions will be conducted during the Digital Auditions Period on Website/Platform, which may be accessed by the interested Participants through any device with access to the Internet, including but not limited to mobile phones. Participants who voluntarily choose to participate in the Auditions are required to register themselves in the Auditions by following the procedure set out in these Terms and Conditions.
5. The Company shall promote the Auditions through on-air (promos, astons, bugs *etc.*), print, radio, online, official social media pages/handles of the Company or any other manner as the Company may deem fit, at its sole discretion, stating the mechanism by which the Eligible Participant(s) can participate in the Digital Auditions, wherein the Participant(s) can get details of the Audition Period, timings, and other details.
6. **Procedure to register**
 - (a) To register and to participate in the Digital Auditions, the Eligible Participant(s) shall:
 - i. have to login to the Website / Platform at his/her sole discretion to register for the participation in the Auditions by submitting / furnishing his/her valid Indian Mobile Number OR a valid email id. It is clarified that the option to exercise registration either through a registered mobile number or email id is the discretion of the Participant and it is further clarified that for the purpose of registering and participating in the Auditions it is mandatory that the valid Indian mobile number submitted by the Participant should be registered in his/her name only, failure to comply with this pre-requisite will automatically cause such Participant's registration / Entry to be invalid.
 - ii. Upon entering into the Website, a registration form shall be displayed in the website and the same is required to be filled by the Participant(s) with all the relevant and necessary details as stated and enumerated therein and upon submitting Video (as mentioned hereinafter) on Website, in accordance with the requirements and criteria as laid down for the Auditions herein, the Participant(s) agrees to have read and understood all the terms and conditions for participation in the Auditions and hereby agrees to abide by the same. The Participant(s) shall submit the following personal details of the Participant including but not limited to date of birth, full name, gender, age, address, education, nationality, city of residence, languages spoken, brief of the Participant(s) along with the Parent(s) name, email ID, contact number(s), emergency contact number, the name of their state/city where they reside, photo(s) of the

- Participant(s), (if requested) and/or any other information/documentation as sought by the Company, at its discretion during the Audition Period (“**Personal Information**”) in a manner and form, as requested and /or prescribed on the Platform. For avoidance of doubt, for the purposes of participating in the Auditions during the Audition Period set out hereinabove, registering through a valid mobile phone number and/or a valid mail ID vide the medium of the Platform is mandatory for all interested Participants.
- iii. It may be clarified that the Participant(s) participating in the Digital Auditions may register on the Platform only once either through a particular mobile phone number and/or email ID of themselves. Accordingly, the Personal Information required by the Company may only pertain to the Participant registering himself/herself for the Auditions. It is further clarified that if the Participant has already registered and submitted Entries (as defined below) and /or uploaded Video(s) on the Website multiple times through a particular registered mobile numbers and/or specific email id (as applicable), then only the first Entry from that particular registered mobile number and /or email id shall be considered and all subsequent Entries and /or Video(s) shall be deemed invalid and shall be automatically disqualified and not taken into consideration for further participation in the Auditions. Additionally, it is clarified that a specific Participant cannot register and submit Entries (as defined below) and /or upload Video(s) on the Website through multiple registered mobile numbers and/or multiple email id’s. In such cases only the first Entry submitted by the Participant through a particular mobile number and /or email id shall be considered, and the others shall be deemed invalid.
 - iv. Once the mobile phone number and /or email id (as applicable) is registered in the manner as stated therein, an OTP (One Time Password) will be sent to the registered mobile phone number and/or email id (as applicable) submitted by the Participant(s). The Participant(s) will be required to mention the OTP received on their registered Mobile Number and/or email id within the permitted time as mentioned therein on the Website, post which, the Participant will be able to proceed further with the registration process. In the event the Participant(s) fails to verify /authenticate the validity of his/her mobile number and/or email id or validate the OTP during such mobile verification and/or email verification by the Company, the mobile number and/or email id shared by the Participant is found to be false and /or unauthenticated and /or fabricated and /or the said mobile number not registered in the Participant’s name, then the Company shall have the right to forthwith disqualify the Participant from further participation and his/her Entry shall immediately be considered to be null and void.

(b) Procedure to upload Video:

- i. Once the Participant(s) shares the Personal Information required, he/she shall record one (1) self-introduction video narrating their profile, uniqueness and the reason why he / she considers himself / herself an apt candidate for being selected as a Contestant of the Program, which should be in Malayalam / English language; such video shall have a maximum duration of 180 (one hundred and eighty) seconds with a maximum file size of 50 Mb [referred to as “Video”]
- ii. Once the recording of Participant’s self-introductory video as stated above is completed, the Participant shall upload the Video on the website / platform by following the instructions and as per the terms specified on such Platform and click on “Submit” button. Once the Video is uploaded on the Platform, a confirmation message is displayed on the screen. The Company and/or Production House will not send any confirmation SMS / e-mail notification to the Participant in this regard for confirming and acknowledging the registration. Alternatively, the Participants can also walk into any My G Future stores where My G will facilitate a space for recording and uploading the Video as per the prescribed format / specifications.
- iii. If at any point of time the Company finds that the mobile number / email ID shared by the Participant(s) is found to be false and /or unauthenticated and /or fabricated, then Company

- and/or Production House shall have the right to forthwith disqualify such Participant from further participation and his /her Entry shall immediately be considered to be null and void.
- iv. The Video uploaded on the Platform may be in .mov, .mp4, .mpeg or 3gp format and shall not exceed the size of 50 mb. For the purposes of this Audition, by uploading and /or submitting his /her Video on the Platform, the Participant agrees and undertakes that they are unconditionally bound by the Terms and Conditions.
 - v. The Participant(s) agrees and undertakes that all Personal Information, provided by him/her at the time of registration is true, correct, and accurate. The Participant hereby represents, covenants and declares that (i) the Video is original and is performed by the Participant(s), (ii) the Video does not and will not constitute any infringement of copyright or any right of privacy, or rights in any other form of intellectual property, or any other personal or property right whatsoever of any person or entity, or constitute a libel or slander, or hurts the religious sentiments of people worldwide or be defamatory of any person deceased or alive or blasphemous in its content and that he/she fully owns and controls all rights and interests including all intellectual property rights in the Video, such material and all rights therein and that no other person or party has right or interest in the Video as a co-owner, partner, mortgagee, charge holder or otherwise howsoever (iii) the Video shall not expose the Company to civil and/or criminal proceedings and /or claims of any nature whatsoever (iv) the Video are not subject to any lien, charge, or any other encumbrance whatsoever (v) the Participant has not granted any rights in the Video to the prejudice of any rights granted to the Company hereunder (vi) the Video is not violative of or in contravention of any applicable laws (vii) all necessary licenses and permissions required for the utilization of the Video for the purpose of the Auditions have been secured by the Participant(s) in accordance with the existing Terms and Conditions and applicable laws without any recourse to the Company. In the event the publishing of the Video is assessed to be prohibited in any manner and/or considered to be inappropriate due to moral, political or religious reasons or any reason whatsoever, the Company and/or Production House shall have the right at its sole discretion to edit/ remove/cut the contentious portion and re-publish such Video or reject the Video altogether and the Participant agrees not to object to the same. The Participant(s) must ensure that no false and/or misleading statements are made by him/her and that he/she does not refer to any commercial product and/or service in the Video(s). The Participant further agrees and confirms that the Company is entitled to reject the Entry of the Participant in the event that the details submitted by the Participant at the time of registration are deficient, incorrect, untrue, or found wanting in any respect.
 - vi. The Participant agrees and undertakes that the Entry/Video submitted by him /her is in good taste, not obscene, vulgar, libelous, defamatory, insulting, annoying, etc
 - vii. The Participant(s) further agree and undertake that he /she shall not host, display, upload, modify, publish, transmit, update, submit, share the Video(s) and/or information that:
 - a. belong to another person and to which the Participant(s) do not have any right;
 - b. is grossly harmful, harassing, blasphemous, pornographic, pedophilic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c. harm minors in any way;
 - d. infringes any patent, trademark, copyright or other proprietary rights;
 - e. violates any law for the time being in force;
 - f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - g. impersonates another person;
 - h. contains software viruses, Trojans, spyware, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, including harming recipient's computers/system/servers etc.;

- i. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation. For avoidance of doubt, Participant agrees that the Company has the right to remove any such material/Entry which breaches any of the terms of these Terms and Conditions and the Participant shall not be entitled to object to the same.
 - viii. For purposes of the Digital Auditions, logging onto the Platform, furnishing the Personal Information in the mode and manner as prescribed, mandatorily uploading 1 (one) Video shall be considered as a complete and valid entry (“**Entry**” or “**Entries**”). It may be clarified that once the video is uploaded on the website, he/she shall not be entitled to re-submit any information, including but not limited to any Video and such Entry submitted by him/her shall be considered final and valid Entry for the purpose of the Audition. Any incomplete Entry will be disqualified and will be considered as null and void. For avoidance of doubt, if the Participant(s) fails to provide upload the video or provides a fake email ID or fails to furnish Personal Information in the manner prescribed or if the Video submitted is more than the maximum duration stated herein, then his/her Entry shall be considered incomplete and the Participant(s) shall be disqualified from participating further in the Auditions. The Channel/Company and/or Production House shall be free at any point of time to contact and /or communicate with the Participant(s) for availing any additional information and/or to verify any details as provided in relation to Auditions and/or the Entry and the Participant(s) shall unconditionally facilitate the same. Any incomplete Entry and /or Entries with incorrect format, broken/bad web link, inadequate Personal Information, invalid email ID, invalid mobile number or which consist of content, which contains any of the elements specified in the above sub-clause, will be considered invalid, shall be considered null and void and will be disqualified from participating in the Auditions.
 - ix. Entries received after the Audition Period will not be considered for the Auditions and shall be deemed null and void. The Company and/or Production House shall not be responsible for any Entries submitted, whether correctly or not, but not received due to any reason whatsoever. It shall be the sole responsibility of the Participant(s) to ensure that the Entry is submitted correctly after following the due procedure specified by the Company hereunder and Terms and Conditions prescribed herein.
7. If selected for Level 2&3 of the Auditions, the Participant(s) shall be intimated by the Company and/or the Production House and such short-listed Participant(s) are mandatorily required to attend a Video Audition on Zoom (Level 2 / Video Audition) and; if selected (ii) a personal interview by a panel consists of representatives of the Company and/or the Production House (Level 3 / Personal Interview) (collectively, “**On-Ground Auditions**”).
 8. In case the Participant(s) are unable to participate / attend Level 2 and if selected, Level 3 of the Auditions on the scheduled dates and time as communicated by the Company for any reason whatsoever, he/she will be disqualified from participating in the Auditions and the decision of the Company and/or Production House in this regard shall be considered final and binding and the Participant(s) shall not challenge /dispute such decisions.
 9. Participant(s) undertake that all Personal Information, contents of the Registration Form provided by him/her at the time of registration are true, correct and accurate. Any incomplete entry(ies) with incorrect format/information and/or inadequate information will be considered invalid and will be disqualified from participating in the Auditions. The Channel/Company and/or Production House shall be free at any point of time to contact and/or communicate with the Participant(s) for availing any additional information and/or to verify any details as provided in relation to the Auditions and the Participant(s) shall unconditionally facilitate the same.

10. The selection and shortlisting process for the Auditions shall be conducted as detailed below for each Level of the Auditions. For the sake of clarity, Participant cannot enter the Auditions without undergoing the process at each Level:

A. LEVEL 1 (DIGITAL AUDITION)

- i. Subject to the Participant(s) having made a valid Entry, all the Audition Video(s) fulfilling the criteria set out herein shall be viewed and evaluated by the Production House and/or the Company and/or its representatives and/or professional experts appointed by the Company and/or the Production House, at their own discretion for each of the Levels of Auditions ("Panel"). The decision of the Company with regard to the composition of the Panel shall be final and binding on the Participant(s). Participant(s) shall not be entitled to dispute and/or challenge the composition or the decision of the Panel at any time in connection with the selection procedure, to the maximum extent permitted by law.
- ii. The Participant(s) shall be evaluated and shortlisted by the Panel on the overall basis of his/her eligibility, confidence level, profile, voice quality, grace, personality, uniqueness etc., or any such other criteria determined by the Company/Production House at its sole discretion.
- iii. The Panel shall have the sole authority to judge and rate the Audition Video(s) and profile of all the Participants and their decision shall be final and binding on all Participants. Based on the evaluations of the Video(s) by the Panel, hundred (100) top-rated profiles shall be shortlisted and the Participant(s) shall be selected and eligible for participation in Level 2 of the Auditions.
- iv. All the Participant(s) selected and shortlisted for Level 2 shall be intimated about the selection vide an email and/or personally intimate via telephone to the contact number that has been provided by the Participant at the time of registration or any other mode of communication as the Company/Production House may deem fit at its sole discretion, and the Participant(s) shall be solely responsible for checking the emails and/or calls received from the Company and/or the Production House. If the communication is received through email, the Participant(s) shall within 24 (twenty-four) hours or receipt of such email confirm the participation of the Participation for next level. Such communication by the Company and/or Production House shall also give brief details of next level of audition i.e. Level 2, date and time of the Auditions, etc. The Participants shall be required to give confirmation of the Participant's participation for Level 2 Auditions upon receiving a call. The telephone and/or email communication from the Company and/or Production House shall also provide details of the medium (which shall be audio-visual conferencing/ zoom call or other similar platform/media) and requirements for the Level 2 Auditions which the Participant shall be required to confirm and make necessary arrangements for the same, prior to the Level 2 Auditions. It is clarified that in the event the Participants have not met the necessary requirements for the Level 2 Auditions, the Participant shall not be eligible for the Level 2 Auditions and shall consequently be disqualified.

B. LEVEL 2 (VIDEO AUDITIONS)

- i. Participant(s) shortlisted at Level 1 (Digital Auditions) shall be required to be available for a Video Conference via audio-visual conferencing/ zoom call or other similar platform/media as per the requirement and instructions of the Company and/or the Production House. This shall be informed by the Company and/or Production House to all the short-listed Participants well in advance, along with the details of Auditions such as the date and time and manner of conducting Auditions. It shall be the sole responsibility of the Participant to make himself/herself available for such Video Conference. If the Participant fails to make

- himself/herself available on Video Conference on the date and time as informed by the Company and/or the Production House, the Entry of the Participant will be deemed invalid and the Company shall be free to select any other deserving Participant at its own discretion.
- ii. The Company and/or Production House shall be free at any point of time to contact and /or communicate with the Participants for availing any additional information and/or to verify any details as provided in relation to Auditions and/or the Entry and the Participant shall unconditionally & promptly facilitate the same.
 - iii. The Panel shall basis the performance, shortlist the Participant(s) for next Level. It is further clarified that if the Participant(s) fail to qualify in the Level 2 Auditions or do not fulfil the parameters therein he/she shall be disqualified from further participation.
 - iv. In the Level 2 Auditions, the shortlisted Participants shall be evaluated by the Panel on the basis of their versatility, overall personality, uniqueness, etc. and such other criteria as may be determined by the Company in its sole discretion and; if the Participant is selected in the Level 2 Auditions, they shall be shortlisted for Level 3 Auditions.
 - v. The Company and/or Production House reserves the right to select any number of Participant(s) from the Level 2 and shall inform the shortlisted candidates for Level 3 Auditions. The timelines for such intimation shall be at the sole discretion of the Company and/or the Production House and the Participant shall not have any right to question for the same.
 - vi. The Company and/or Production House reserves the rights to decide whether to conduct Level 2 of the Auditions at its sole discretion, in the event that the Company and/or Production House decides not to go ahead and conduct the Level 2 of the Auditions, then the Participants shortlisted at Level 1 shall be entitled to proceed directly or be eligible directly for Level 3 as mentioned below. This decision of the Company and/or Production House shall be final and binding on every Participant(s). If the Company and/or the Production House doesn't intend to conduct the Level 2 Auditions, the Company and/or the Production House through the Panel further shortlist a maximum of 10 Participant(s) from the Participant(s) selected at Level 1, basis their overall profile, uniqueness, confidence, etc., and such other criteria as may be determined by the Company and/or Production House in its sole discretion. These shortlisted Participant(s) shall be qualified for the Level 3 auditions and the Company and/or the Production House shall inform the Participants regarding the same. The timelines for such intimation shall be at the sole discretion of the Company and/or the Production House and the Participant shall not have any right to question for the same.

C. LEVEL 3 (PERSONAL INTERVIEW)

- i. Participant(s) shortlisted at Level 2 shall be required to attend personalized interview sessions in Kochi. Post these sessions one (1) top ranking Participant will be selected as the Commoner Contestant, by the Panel basis their personality, overall profile, confidence level, skill, grasping power, overall performance, compatibility, uniqueness, etc and such other criteria as may be determined by the Panel and /Company in its sole discretion. For avoidance of doubt it is clarified that the decision of the Company and/or Panel and/or Production House shall be final in this regard and the Participant(s) shall not have any objection to the same.
- ii. The Participant selected in this Level as Commoner Contestant shall be personally intimated about his/her selection vide an email and/or telephone or any other mode of communication, as the Company may deem fit at its sole discretion, and the Participant(s) shall be solely responsible for checking the email /calls received from the Company.
- iii. The selected Commoner Contestant shall have to ensure that he/she will make himself/herself available for all shoot dates and travel to any place for the shoot of the Program, as may be informed by the Company and/or Production House from time to time.

- iv. In the event of the failure of the Commoner Contestant from attending the Studio within the aforesaid timelines for any reason whatsoever the Company shall at its own discretion be entitled to exclude such Contestant from the Program.
 - v. Such selected Commoner Contestant shall be required to mandatorily attend the orientation / training sessions /workshops conducted by the Company at such time and place as the Company may deem fit.
 - vi. The Company and/or Production House reserves the right to introduce other prospective shortlisted Contestant(s) who have gone through the similar selection process as the Contestant(s) or such other selection process or through On ground only as deemed fit by the Company and/or Production House. Such decision of the Company shall be final and binding upon all the Contestants.
 - vii. The Commoner Contestant shall be required to sign and execute the Participation Agreement and/or any other document as may be required to be submitted by them on the registration form in a manner and form, as requested and /or prescribed therein (**“Participation Agreement”**)
11. The Participant(s) will be solely responsible to bear all costs of travel, accommodation and all other expenses, should such Participants voluntarily wish to participate in any Audition Centres during the Audition Period and for Televised Auditions. The Company, Production House, will not be involved in any such requests, logistical or other related issues.
12. The Participant(s) will be required to execute any and all legal documents including but not limited to Participant Agreements, as required by the Company including but not limited to submitting all the necessary information (in addition to the information already submitted at Level 1 and/or Level 2 if any) and also furnish the documents as sought and as required by the Company from time to time, to verify the Personal Information provided by the Participant(s) in Level 1 and at Level 2. For avoidance of doubt it is clarified that each of the selected Participant(s) shall be required to furnish the necessary documentation (as stated in the General Rules below) in original to confirm the eligibility details, etc. In case the Participant is unable to furnish the original document(s) to verify the eligibility details and also fails to submit self-affirmed photocopy of the same, the said Participant(s) shall be disqualified from the Auditions, based on the sole discretion of the Company and/or the Production House.
13. Participant(s) who have previously participated in any similar reality shows/programs and/or appeared/featured in any television programs (of any genre) or has entered into any contract or contractual arrangement including but not limited to having signed any document or letter in respect of any such participation/appearance with any third party/persons including but not limited to media companies, production houses, broadcasting companies, agencies in relation to participation in such reality shows or featuring and /or appearance, will need to mandatorily disclose the details of such prior participation. Company reserves the right to disqualify such Participant on such ground, based at its sole discretion. The Participant(s) agree to fully co-operate with the Company for any additional information that may be required by the Company to evaluate the facts related to the matter.
14. For avoidance of doubt it is clarified that the final selection of the Commoner Contestant made by the Channel/Company /Panel shall be final and binding on all the Participant(s) and in no event shall the Participant(s) dispute the decision made by the Channel/Company and/or Production House or its employees in connection to the Auditions. For the sake of clarity, in the event of any fault, misunderstanding or dispute concerning any part of the Auditions and/or the selection process to qualify for the Program, the decision of the Company shall be final and binding.

GENERAL RULES

1. The Auditions is strictly open to Participant(s) who attained 18 (eighteen) years, being an Indian citizen and residing in India during the Audition Period and the Program, as per the respective applicable laws of India.
2. Employees of the Company, of the Production House, the advertising agency or any other agency or third-party vendor which has been appointed from time to time, and also employees of the main sponsors and members of their immediate family; are ineligible to participate in the Auditions. Further, failure to provide proof or affidavit of eligibility, including the correct date of birth, nationality including any of the documentation required under these Terms and Conditions, within the timelines specified by the Company hereunder may result in disqualification. The Company also reserves the right to disqualify the Participant(s) in case discrepancy is found to exist in the information furnished/provided/stated by the Participant(s) during the conversation with the Company and in the information(s) stated in the documents furnished by the Participant(s).
3. In the event the Participant(s) is found to be in violation of any applicable laws at any point of time during the Auditions, the Company reserves the right to disqualify the Participant immediately and his /her Entry shall be considered null and void. Such disqualified Participant shall not be eligible to proceed further in the Auditions.
4. Participant(s) represent to the Company and/or Production House that the Participant is free and competent to enter the Auditions; the sole, absolute, unencumbered legal and beneficial owner of all rights granted to Company and/or Production House respect of the Materials, is not under any disability, restriction or prohibition, whether legal, contractual, physical, mental, medical or otherwise, which might prevent the Participant from performing or observing any of the obligations undertaken or from honoring any of the Terms and Conditions stated herein.
5. Participant(s) hereby provides his/her consent for collection, receipt, storage, use, transfer and retention of Personal Information, which is subject to: (i) the Privacy Policy, and (ii) the following terms and conditions:
 - a. The Participant has read, understood and accepted the Privacy Policy and understand and agree that the Personal Information is subject to the terms of this Terms and Conditions and the Privacy Policy.
 - b. The Personal Information may include information *inter alia* name, date of birth, address, age, gender, place of birth, contact details, photograph, language spoken, citizenship/nationality, residence, government identity proof, hobbies, physical, physiological, mental health condition, images, videos etc of the Participant and may also include name, nationality, contact details, emergency contact number, email ID etc of the Participant(s).
 - c. The Personal Information is being collected by the Company/ Production House pursuant to the Terms and Conditions, in connection with the Auditions/Program and it is necessary for the Company/ Production House to collect the Personal Information for the Auditions Program and the uses set out below in (d) below.
 - d. The Personal Information will be used for the Auditions/Program, in various formats, manner and media, including television, digital, print for marketing and promotional activities, as deemed fit by the Company, in respect of the Auditions/Program on the channel(s) owned by the Company and/or the digital platform (namely the 'JioHotstar' platform) of the

- Company or such other platforms at the sole discretion of the Company and/or the Production House.
- e. The Personal Information will be shared by the Company with the Production House, the Panel, Host and the public at large, in connection with the Program.
 - f. The Company will be collecting and retaining the Personal Information of the Participants.
 - g. The Company has informed the Participant(s) of his/her rights to: (i) review his/her Personal Information and the Participant(s) Personal Information for deficiencies and inaccuracies and request the Company to correct or amend the Personal Information, to the extent deemed feasible by the Company; and (ii) withdraw the consent provided under this Terms and Conditions. Provided that the Company shall not be liable for any collection, receipt, storage, use, transfer, disclosure or deletion of Personal Information prior to such withdrawal of consent or request for correction or amendment of Personal Information. Additionally, upon any such withdrawal of consent or request to review and correct or amend the Personal Information, the Company shall be entitled to disqualify the Participant's entry and/or participation in the Auditions and /or Program, as deemed fit and necessary by the Company at its sole discretion.
 - h. All Personal Information is true, correct and complete in all respects and in no event will the Company, the Production House or the Panel/Host be liable either of the authenticity of the Personal Information or any inaccuracies or deficiencies in the Personal Information.
 - i. The Company has provided the Participant(s) with the option to opt out of providing his/her Personal Information and the Participant(s) has not exercised such option.
6. The Participant(s) shall not make any claims against JIPL and/or the Production House, their directors, employees arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to their participation or non-participation in the Auditions or any related activity including any unauthorized access of the Videos, etc. If the Participant is found to be ineligible, or if the Participant(s) has not complied with these Terms and Conditions, Terms of Use, Privacy Policy and/or User Generated Content the corresponding Entries will be disqualified.
7. JIPL and/or Production House shall not be responsible in the event any Entry or Entries are not received or submitted due to any technical error of any nature whatsoever. Company and/or the Production House shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the internet session charged by the telecom/mobile operator etc. Any dispute in connection to the above shall be settled between the subscribers/ Participant(s) and the telecom/mobile operator directly, without involving Company. For the purposes of these Terms and Conditions, "receipt" of Entry(ies) occurs when the Company's server records the Entry information upon the entrant clicking "Submit/Post" button. For the avoidance of doubt, by submitting the Entry the Participant(s) is representing that the Entry(s) or contents thereof are not confidential or comprise any sensitive personal information.
8. The Company and/or the Production House is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, emotional, mental trauma caused to the Participant(s) in any manner whatsoever or for any reason whatsoever in connection to the Program and/or any aspect related to Auditions/selection process. The Participant(s) shall hold harmless the Channel, Company, Production House, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant (s), in any manner whatsoever in connection with the Program and/or any aspect of the Auditions and waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.

9. The Participant acknowledge that the Program is a reality-based program, and as such a degree of fictionalization is inherent in it. Due to the aforesaid nature of the Program, there may be segments in the Auditions and /or Program which may depict the Participant in an unfavorable manner or may appear to be defamatory. Participant fully understand this aspect of the Program and shall neither hold the Production House/JIPL liable for any such depiction nor shall make any claims in respect of the same against the Production House/JIPL and/or the Channel or any of its representatives and/or the Host.
10. The Company reserves all rights to make amendments to the Auditions Period, Levels of Auditions or such other terms and conditions stated herein, without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions for the Auditions on the Website and /or the platforms from time to time. JIPL also reserves the right to conduct only Digital Auditions and evade On Ground Auditions and also reserves the right to cancel and/or postpone the Auditions and/Program at any point of time without any prior intimation to the Participant.
11. The Participant(s) should not have been convicted under criminal laws and/or should not be disqualified under any applicable law from participating in the Auditions/ Program. The Participant must be in a physically, emotionally and mentally fit condition to participate in the Auditions and/or Program. The Participant(s) by entering into the Auditions represents and confirms that the Participant is medically fit to travel anywhere and anytime and that he /she does not suffer from any kind of ill health, disease, ailment(s) and medical problems (viz.: heart problem, blood pressure problem, pregnancy, etc.).
12. The Participant(s) will be required to furnish necessary supporting documentation in original (*i.e.*, birth certificate, passport, aadhar card etc.) and/or any other documentary proof as may be required by the Company and/or Production House to confirm the eligibility of the Participant(s) at any stage of the Auditions. The Participant(s) agree to do any and all acts and execute any and all documents in such manner and at such location as may be required by the Channel and/or JIPL and/or Production House in its sole and absolute discretion.
13. The Company also reserves the right to change the selection process of the Auditions(s) (in any manner whatsoever as deemed fit) stated herein and/or the requirements of any of the Levels of the Auditions, without any prior intimation to the Participant(s) and/or the public.
14. Participant must enter the Auditions voluntarily on their own behalf and Entry(ies) by proxy will not be accepted.
15. The Channel/JIPL and/or Production House reserves all rights to make amendments to the existing Terms and Conditions without prior notice-to the Participant. Further, Company reserves the right to terminate the Auditions at any time without any prior intimation or notice to the public/ Participants and also JIPL/Channel/Production House is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Auditions and/or accommodate any person or persons who have been selected in the Auditions.
16. In case for whatever reason any Participant(s) is not agreeable to travel, stay, *etc.* entirely at his/her own expense, the Company and/or the Production House will regretfully consider the Entry/On Ground Entry of such Participant(s) as invalid and the Participant(s) shall be disqualified.
17. In the event of any fault, misunderstanding or dispute concerning any part of the Auditions/ Program/Show and/or the selection process to qualify for the Program, the decision of the Company

shall be final and binding and each Participant(s) shall without limitation be bound by such decision of the Company.

18. The Participant(s) shall not during the Auditions/Program make any obscene gesture(s)/acts, or any defamatory statement regarding any event or any person alive or deceased, or do anything in the nature of an endorsement/advertisement that may expose the Company and/or the Production House and/or the Channel to civil and/or criminal proceedings.
19. The Participant(s) shall not grant or publish any interviews, or share any information /details news articles, or issue any other kind of publicity and/or on personal blog(s)/blogs and /or any social networking sites including but not limited to their participation in the Program or the Auditions or the Program or the names and identity of the selected Participants, Panel/Host or the format of the Program or any aspect related to the Program or any information regarding the Company without Company's prior written consent in each instance. The Participant(s) shall not at any time make or issue any statements on behalf of the Company/ the Production House/ the Channel without the prior written consent of the Company and/or Production House.
20. The Participant(s) shall not do any act either directly or indirectly which may bring the Company and/or the Program and/or Production House into public disrepute or denigrate any of the preceding, or offend any community or public morals and in all public appearances the Participant(s) shall use her/his/its judgment in general demeanor and choice of language to create an atmosphere which would be conducive to the filming and/or promotion of the Auditions /Program/ Show.
21. Non-conformance by any Participant directions/instructions issued by the Company, Terms of Use, User Generated Content, or Privacy Policy then JIPL will at its sole discretion be entitled to disqualify their Entry on an immediate basis.
22. If the operation of the Auditions/ Program (including without limitation the operation of the telephone system); the recording; broadcast of any/all of the Shows is prevented by an war, industrial action, flood or any Act of God, or applicable law or any Act of God or Pandemic or any act beyond the reasonable control of the Company or any guidelines set up by the State / Central Government for shooting of Programs ("**Force Majeure**") which continues for a period of fifteen (15) days, the Company may at its sole discretion cancel all or any part of the Show/ Programs/ Auditions and/or participation of a Participant(s) forthwith and such decision shall be final and binding on the Participants(s).
23. Notwithstanding a Participant's participation in the Auditions, there is no obligation on part of the Company to broadcast any Auditions in which he/she has taken part, or any or all of his / her contribution as recorded by the Company.
24. Participant(s) specifically agree, allows, grants and permits the Company or any party authorized by it to record (audio-video/audio or video), the participation process/performance at every level of the Audition, including any interaction of the Participant with the Company or fellow Participant or any representative of the Company, if any, of the Participant(s) rendered during the Auditions or the Program or any related series of sound recordings and video recordings which have been shot/filmed/recorded during the Auditions/Show or the Program 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 Participant ("**Footage**") and agree that the Footage may be used by the Company as it deems fit anywhere in the world at any time now or in the future, including but not limited for promotion of the Program. For the avoidance of doubt, all rights in the Footage vests exclusively with

the Company worldwide in perpetuity and the Company is entitled to exploit the same in any manner it may deem fit.

25. In consideration of being afforded an opportunity to participate in the Program/Auditions, the Participant(s) agree, represent and warrant that all Intellectual Property in and to the Materials shall remain the exclusive property of Company from the moment they arise, for the entire period of their subsistence, in every part of the world. To the extent, that the Intellectual Property or any rights, title and interest in the Materials, do not vest with Company, by operation of law, the Participant(s), on an outright basis hereby irrevocably, exclusively, perpetually and for the entire world assigns and transfers all Intellectual Property vested in the Materials including rights in any Exploitation thereof to Company. To the extent that the assignment of rights, title and interest in the Intellectual Property in and to the Materials in relation to future medium or mode of exploitation of the Materials is not held valid by operation of law, notwithstanding the assignment of such rights in favor of Company, the Participant(s) hereby grant an irrevocable, exclusive, sub-licensable, perpetual license to Company for such future medium or mode of exploitation of the Intellectual Property in and to the Materials as may be developed in the future, for the entire world. Notwithstanding the above, the Participants hereby agree that they shall not assign or in any other manner transfer rights including the Intellectual Property in and to the Materials for such means and modes of exploitation of the Materials which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to Company without offering for assignment such modes or means of exploitation of the rights including Intellectual Property in and to the Materials for the entire world and perpetuity to the Company. The Participant(s) agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of exploitation of the Intellectual property in and to the Materials to any third party in breach of the obligation herein, anywhere in the world shall be null and void. Further, Company may Exploit the rights including the Intellectual Property in and to the Materials at any time it chooses, and it is expressly agreed by the parties that Section 19(4) of the Indian Copyright Act, 1957 will not apply to this Terms and Conditions.
26. The Participant(s) waive off their “Moral Rights” with respect to the Materials/ participation in the Auditions/ Program. Further, the Participant(s) further agree and acknowledge that they shall not be entitled to any share in the revenues arising from exploitation of the Materials. The Participant acknowledges that the Entry/On Ground Entry submitted and /or Videos submitted and/or contribution to the Materials does not qualify as a ‘performance’/ ‘live performance’ within the meaning of the Indian Copyright Act, 1957.
27. The Participant(s) agrees and acknowledges that the Channel /JIPL shall have the sole and exclusive right to edit, alter, modify and or use any Footage or Materials in respect of their Entry uploaded on the Platform or any such Footages in any manner whatsoever it may deem fit and necessary at its sole discretion (including but not limited to as a part of the Program/Auditions or any ancillary event related to the Program/Auditions.
28. The Participant(s) shall make themselves available from time to time and co-operate with the Channel and/or JIPL and/or Production House and participate in any activity and/or campaign and /or events (“**Promotional Activity**”) of any nature whatsoever with respect to the Program/Auditions without any money payable/ any consideration to the Participant. Further, the Participant shall at no point of time refuse or disagree for participation of the Participant(s) in any such Promotional Activity for any reason whatsoever.
29. Participant(s) hereby allow the use of the face, image, biographical data, name, signature, voice, photographs of the Participant and the family/relatives/friends/colleagues of the Participant

(‘**Likeness**’) to appear on and be used in connection with the promotion of the Program for all media, all means of exploitations, distribution including, but not limited to, the press, internet, television. JIPL reserves the right to use, in any manner whatsoever, in part or in whole the Likeness, Program and/or program elements including without limitation in connection with any merchandise, tie-in, product or service of any kind, whether or not such use is in connection with the Program or JIPL or the Channel without notice to the Participant and without any further compensation to the Participant(s).

30. The Participant(s) agree that in consideration of being given opportunity to the Participant to participate in the Auditions, they shall hold harmless the main sponsor (if any), Channel, JIPL, Production House, its employees, officers, directors, affiliates, group companies or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant, in any manner whatsoever in connection with the Auditions and /or Entry and /or any aspect related to their participation in the Auditions and to the extent permissible under law waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Production House and/or the Channel and/or JIPL to claim any damages or reliefs or otherwise.
31. The Participant(s) agree to keep JIPL, the Channel, Production House, its employees, officers or any other person indemnified from and against any claims or demands, cause of action, judgments, liabilities, losses, costs and expenses that may arise out of a result of any violation of any third party rights/material in with respect to the Exploitation of the Entry including the Video, by JIPL and /or any of its affiliate companies and/or channels.
32. The Participant agrees that JIPL and/or Production House shall in no event, whatsoever, be responsible for any medical or other problems suffered by the Participant during or in relation to their participation in the Auditions including but not limited to travelling anywhere and anytime and undertake the performances required for the Program. The Participant(s) acknowledges and understands that the participation in the Auditions is at their own risk. JIPL and/or the Production House shall not be responsible for the Participant’s safety during the Auditions, nor shall they be required to obtain any insurance in relation to the same for the Participant. The Participant(s) acknowledge and understand that the participation of the Participant in the Auditions/Program is at his/her own risk.
33. Certain information relating to the Production House, JIPL, the Program, Channel, will be disclosed to the Participant(s) by the Production House and/or JIPL which is confidential and/or proprietary in nature, and includes data, the format of the Program, the manner of selection/elimination etc., whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information (altogether, “**Confidential Information**”). Participant(s) agree that Confidential Information whether disclosed orally or in writing, is the property of Production House/JIPL, as the case may be, and is valuable, special and unique to the business of Production House/JIPL, as the case may be. Participant(s) agree that the Participant shall not discuss and/or disclose any information about the Program, the performances of other participants in the Program with any third party; and also not disclose the names of the participants eliminated in respective rounds of eliminations in the Program/Auditions.
34. Participant(s) shall not engage in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws applicable to the parties hereto.
35. The Participant(s) acknowledges that in case any portion/clause of these Terms and Conditions is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall

be considered divisible and shall not be part of the consideration, and the remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision was not included herein.

36. Participant(s) acknowledges that their representations, warranties, indemnities, grant of rights in the Entry including Materials, Promotional Activity, dispute mechanism and obligations shall survive the efflux of time and the termination of these Terms and Conditions.
37. The participation of the Participant the in the Auditions shall mean that the Participant has read, understood, accepted and agrees to unconditionally abide with all the rules including the General Rules of the Auditions, Terms and Conditions, the Privacy Policy, Terms of Use, User Generated Content as provided on the Website.
38. Notwithstanding the conflict of laws principle, these Terms and Conditions shall be construed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the Auditions and /or Entry and/or the Program, shall be referred to a sole arbitrator appointed by JIPL and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Kochi (India), in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participant(s) who has raised the dispute.
39. Subject to the provision of 38 above, the Courts having exclusive jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Kochi, India. The Participant(s) agrees to exclusively submit to the jurisdiction of the Courts and dispute resolution mechanism as set out herein.