

TERMS AND CONDITIONS – Moxies of Punjab (“Contest”)

1. This Contest is organized by **Five Fox Media** (hereinafter referred to as "**Organizer(s)**" and/or "**Moxies of Punjab**").
2. **Moxies of Punjab aka Moxies** ("Contest") is organized in India by Five Fox Media for selection of participants for the **First season** of the reality show "Moxies of Punjab" ("**Program**") which is proposed to be produced by the Organizer and provides a platform to people with special talents to showcase the skills through the social media platforms and youtube channel 'Five Fox media' or other broadcasting platforms whichever organizers decide in India or worldwide. This is a user generated Contest that will culminate in 2 (two) individuals being selected to participate in the Program.
3. The Participants understand that the Program requires mentally and physically strong Participants to participate in various tasks as may be instructed by the Organizers from time to time during the Contest. Only those applicants 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. Those applicants who are selected as per absolute discretion of the Organizers after registration levels and further screening shall have a chance to participate along with other casted participants, if any.
4. Shortlisted Participant shall compete with each other by means of a Contest as more particularly listed in this terms and conditions.
5. **ELIGIBILITY:** The Contest is open to all participants who are:
 - (i) above age of 18 years; and
 - (ii) have a valid facebook account; or
 - (iii) have a valid Instagram account; and
 - (iv) followers of official facebook and/or Instagram account page of official FIVE FOX MEDIA India; and
 - (v) Each Participant shall have in his/ her possession one of the valid legal document as mentioned below to prove his/her age:
 - a. Driving license; or
 - b. Voters identity card; or
 - c. School leaving certificate; or
 - d. Birth certificate; or
 - e. Ration card or
 - f. Passport
 - (vi) Each Participant shall have a valid 4 (four) wheeler driving license in order to participate in Program and the expiry date of such driving license should not be less than 12 (twelve) months from the date of application/registration. Such selected Participant shall be required to carry a self- attested photocopy of his/her valid driving license along with the duly filled registration form and such other documentations as may be required by Five Fox Media team from time to time.
6. **CONTEST DURATION:** The Contest shall commence from 7th July 2024 at 8:00 am and shall conclude in within a year or can be extended another year incase due to unforeseen/unpredicted changes in dynamics or any mishaps/emergency or on such date and time as decided by the Organizer ("**Contest Period**").
7. **CONTEST PARTICIPATION:** The Contest participation mechanism shall be divided in 2 (two) phases and a wildcard round wherein each phase shall have their timelines and mechanism of participation and participants shall be shortlisted for selection and entry in the next phase of participation and 2 (two) final participants selected shall thereafter become eligible to Prize (defined later). The Contest participation mechanism shall be strictly adhered to including all the timelines and criteria's mentioned herein or as may be mentioned from time to time on respective participation platform or website as deemed fit by the Organizer. Any entries received after the timelines for each phase for the Contest or not adhering to the criteria and terms and conditions shall not be entertained and shall be considered ineligible for the Contest. Decision of the Organizer shall be final and binding at all times.

I. First Phase – The Heroes (“First Phase”):

- a. The First Phase shall commence from 7th July 2024 or such other date as may be indicated by the Organizer at 8:00 am ("**Start Date for the First Phase**") and shall end on the date as may be determined by the Organiser ("**End Date for First Phase**").
- b. **Mechanism:** For participation under First Phase of the Contest, a Participant may choose to submit their entries in either or all of below entry mechanism as per the terms mentioned herein below and such other instructions as may be mentioned from time to time. Participation in all the

below entries of First Phase is not mandatory but participation in all or more than one entries may increase chance of selection for next phase. However, the participants understand that multiple participation does not guarantee selection in any manner.

A. Video Entry:

- i) Participants may send in a video entry of maximum duration of 15 (fifteen) seconds telling what are the heroic deeds done by them.
- ii) To participate in First Phase of the Contest the Participant shall be required to upload the video and/or email or send it via whatsapp with dully filled entry form to Five Fox Media as below:
 - Facebook page – Participant shall upload their video on their Facebook Page and tag MOXIES channel (Five Fox Media) official page on their participation post and use hashtag #Moxiesofpunjab; OR
 - Instagram page/ handle – Participant shall upload their video on their Instagram Page and tag Moxies of Punjab official Instagram handle on their participation post and use hashtag #Moxiesofpunjab and #Moxies; OR
 - Email their videos/form to official email id of Five Fox Media at fivefoxmedia@gmail.com.
- iii) This Video or form filling Entry shall be valid from Start Date for the First Phase and shall end of the End Date for auditions rounds.

B. Selfie Entry/reels or Shorts Challenge:

- i) Participant may send in as many selfie photographs as possible clicked with and acknowledging heroes around them.
- ii) To participate under this entry mechanism the Participant shall be required to upload the photograph and/or email it to Five Fox Media as below:
 - Instagram/Facebook page – Participant shall post their selfie photograph(s) on their Facebook Page and tag MoXies of Punjab official page on their participation post and use hashtag #Moxiesofpunjab \$ #Moxies; OR
- iii) The start date and end date of this Selfie Entry shall be announced by Organiser during the duration of First Phase contest.

- c. Entries submitted by a Participant as per any mechanism provided above shall be original unpublished work created by the Participant and that it shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/party and subject to point 10 (Other Terms) and point 11 (Representation and Warranties) below.
- d. Entries submitted by a Participant which are adjudged the best content/entry and most interesting videos followed by the auditions adjudged by the Organizer, will be shortlisted for next phase and the Participant submitting the entry shall be adjudged the "**Shortlisted Participants**" for next Phase of the Contest.
- e. The Organizer shall select and shortlist **20 (twenty) Shortlisted Participants** who shall be eligible for participation in the next Phase of the Contest, subject to the Terms & Conditions as may be imposed by the Organizer.
- f. The Organizer shall announce these Shortlisted Participants on **a chosen date** or such other date as may be indicated by the Organizer who shall be informed via any mode as may be deemed appropriate by Five Fox Media at its discretion. Along with announcement of such Shortlisted Participants Organizer shall be announcing such challenge tasks to participate in the next phase of the Contest.
- g. The Organizers may determine the correctness, quality, validity, creativeness and appropriateness of the entries/content in their sole discretion based on the entries/content. 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.

C. Form :

- i) Participants may fill written or typed form send in entry by answering questions in the form.
- ii) To participate in First Phase of the Contest the Participant shall be required to fill the online form or fill the form on the audition venue to Five Fox Media. Link of the form : <https://forms.gle/qAeCmzWYPVLByLUv6>

II. Second Phase: Live MoXies DARES aka att rounds' ("Second Phase"):

- a. The Shortlisted Participants shall be eligible to participate in the Second phase of the Contest by performing the challenge tasks as may be announced by the Organizers and tasks shall submitted as per mechanism mentioned below or as per instructions of Organizer from time to time.
- b. There would be primarily 2 (two) categories of tasks in Second Phase, as mentioned below:

- i. Daring Hero Tasks aka Att;
- ii. Daring Real Hero Tasks aka siraa

Each category mentioned above would have various challenge tasks under them. Shortlisted participants would be required to select 2 (two) tasks one each from above 2 (two) categories or more.

- c. Such tasks shall be announced on **10th September 2024** or such other date as may be indicated by the Organizer.
- d. In order to participate in the Second Phase, participants may be divided in groups and each group will be required to participate. Each participant shall be required to participate as may their individual dates of participation on such time as may be announced by Organizer.
- e. The entries shall be selected based jury discretion as per the best content/entry to be determined at sole discretion of jury selected by Five Fox Media or Moxies of Punjab team. Such jury shall be selecting/ shortlisting entries The Organizer shall select and shortlist participants from the Second Phase who shall be eligible for participation in the next Phase of the Contest, subject to the Terms & Conditions as may be imposed by the Organizer ("**Second Phase Participants**").
- f. The Organizer shall announce these Second Phase Participants on a selected date before Oct 2024 or such other date as may be indicated by the Organizer after 12:00 pm who shall be informed via any mode as may be deemed appropriate by Five Fox Media or Moxies team at its discretion.

III. Wild Card Round:

- a. Wild Card Round shall be independent of the Second Phase and shall be announced tentatively on 1st September 2024 or such other date as may be indicated by the Organizer.
- b. The tasks of the Wild Card round will be revealed on the day of announcement and participants will have 48 (forty eight) hours from start date and time of the Wild Card round to send in their entries to the Organized tasks announcements.
- c. Entries shall be selected based jury discretion as per the best content/entry to be determined at sole discretion of jury selected by Moxies team or organizers will become eligible to be selected/ shortlisted for this Wild Card Round "**Wild Card Round Participants**").
- d. The Organizer shall announce the Wild Card Round selected entries on 1st Oct 2024 or such other date as may be indicated by the Organizer after 2:00 pm who shall be informed via any mode as may be deemed appropriate by organizer at its discretion.

8. PRIZE:

- a. The prizes will be announced by the sponosers and organizers during the different phases of contest whenever appropriate. Total (2) two Participants shortlisted from First Phase and Second Phase combined and 2 (two) Participants shortlisted from the Wild Card Round Participants) will get chance to sign a contract to be the team of MoXies for the next season & will be named as the winner of Season winner at the end of season with win trophies and other announced awards by the organizers and sponsors subject to terms and conditions, rules decided and instructed by Organizers and Sponsors ("**Winner**").
- b. Such Winner shall be required to approach the Organizer, in a manner, determined by the Organizer, within 24 hours of announcement and confirm the acceptance of the Prize along with providing requisite details, copy of citizenship proof, identity proof and address proof, copy of valid passport, driving license etc. as may be required by the Organizer.
- c. Such Winner shall necessarily be required to be (i) above 18 (eighteen) years of age and meet any other requirements stipulated by the Organizer and as per requisite laws. Such Winner shall also be required to sign a release letter in the format required by the Organizer and any confidentiality and release agreement and/or any other documents and writings, as may be required by the Organizer and/or its parent, subsidiary, and affiliate companies in relation to the Prize. The Organizer may cancel the Prize and announce another Winner in place of the originally announced Winner, if:
 - i) the documents or details of the Winner are not correct in the opinion of the Organizer; or
 - ii) documents so required are incomplete, misleading or untrue; or

- iii) the Winner do not sign the confidentiality, release letter or any other documents required, if any, by Organizer and/or Sponsor in relation to the Prize, as applicable; or
 - iv) if the Winner do not approach the Organizer within 24 hours of the announcement of the Prize.
- d. Such Winner expressly agrees that in addition to these terms and conditions stipulated herein, such Winner shall comply with any terms and conditions that may be stipulated by the organizer and/or its parent, subsidiary, and affiliate companies and Sponsor in relation to the Prize.
- e. In the event of unforeseen circumstances beyond the control of the Organizer, and the Prize not being made available to the Winner or the Program being cancelled, such Winner expressly agrees that he/she or any third person shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest such Winner waives his/her right to make any such claims against the Organizer.
- f. The final participation in the Program shall be subject to the Participant being selected and the execution of a written agreement with the Organizer or such third party engaged by the Organizer of the Program.
- g. The gratification/prize for the eligible winner shall be at the discretion of the Organizer and the prize shall be participation in the Program.

9. OTHER TERMS:

- a. All registrations shall be subject to completion of the procedures by the Participant as per instructions given by the Organizer or the authorized representatives of the Organizer. Organizer shall not be liable for any failure of receipt or incomplete registrations. On verification, if any of these documents are not found to be in order, the participation of the Participant to the Contest or the Program may be terminated immediately by the Organizer.
- b. Apart from the registrations, the Organizer may at its discretion provide a chance for entry to the Contest/ Program for unregistered people also.
- c. All costs incurred by the Participant including but not limited to production, traveling, accommodation or food and the arrangements for the same shall be the responsibility of the Participant and no claims for the same shall be made against the Organizer.
- d. All Participants shall maintain the decorum of the audition rounds of the Program and shall abide by the rules and regulations thereof. Further, the instructions given by the Organizer shall be adhered to strictly. Any Participant who acts in contravention to the instructions of the Organizer or creating nuisance either to the Organizer or the other Participants shall immediately be disqualified from participating in the Program.
- e. The decision of the Organizer in connection with the Contest and the Program including but not limited to short listing the Participants will be final and binding and is non-contestable. The short-listing process of the Participants shall include but not be limited to their qualities like presence of mind, physical fitness, attitude etc. and such filtering and selection process shall be the sole and absolute discretion of the Organizer as per their creative requirement for the Program. The Participant shall not question such process. In case of any dispute or difference in respect of this Contest, the decision of the Organizer shall be final and binding on all concerned.
- f. The Organizer shall shortlist Participants after the Contest as required out of which only a limited number of Participants shall be selected for further selection processes and/or final participation in the Program. Even after final selection for the Program, the Organizer shall have the absolute right to replace any of the Participants as per their discretion and creative requirement.
- g. Each short-listed Participant shall enter into a full form agreement with the Organizer and in case of failure to enter into such agreement; the Organizer shall replace the Participant.
- h. The short-listed Participants shall be intimated by the Organizer directly by any personal medium as per the details on record with the Organizer. The Organizer shall not entertain any questions, correspondence, and enquiries on the manner of conduct of the Contest from any person whatsoever.
- i. The Participants shall at all times shall keep confidential the selection process and all details regarding the Program which he might be informed of or which he might learn or come to know of as a Participant in the Contest or as a short listed potential candidate. The Participant shall at no time communicate to any third person or the media or give any interviews on his/her participation in the Contest or potential participation in the Program without prior written consent of the Organizer. Violation of this clause shall immediately disqualify the participant's prospects of further participation.
- j. The Participant(s) hereby agrees and confirms that he/she is not under any exclusive or other contracts whereby their participation or selection, as per Five Fox Media requirements, maybe jeopardized.
- k. The Participants shall ensure that the entries submitted by a Participant as per point 6 above shall be original unpublished work created by the Participant and that it shall in no manner infringe

any rights including intellectual property rights, including without limitation, the copyright of a third person/party and subject to Representation and Warranties below.

- l. Mere participation in the Contest or being shortlisted to the next level does not entitle the Participants to win the Contest or be eligible to participate in the next level or win the Prize.
- m. Any Participating Teams or members thereof found manipulating scores/points using any means considered unfair by the Organizer shall be penalized or disqualified in the sole discretion of the Organizer. No Participating Team or participants shall associate themselves with any advertisers, brands or be seen as promoting any product or brand and any Participating Teams or participant indulging in this shall be liable to be disqualified at the option of Five Fox Media and Five Fox Media shall also reserve its right to seek damages on account of the same. No Participating Team or participant shall show Moxies or Five Fox Media or any of the Sponsors in bad light. Entries and Posts shall be original and shall not be in breach of any third-party rights. In the event any Entries and Posts are not original or are in breach of any third-party rights, the Participant and each member of the Participating Team as may be applicable, shall be responsible for indemnifying Five Fox Media on account of any losses, damages, expenses, costs, loss of face and goodwill on account of the same. All Posts and Entries shall comply with the laws of the India and shall not be in bad taste, in defamation of someone, obscene or in breach of any rights of a third party.
- n. All incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant.
- o. The Organizers shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the cost of usage charged by the service provider or otherwise. Any dispute in connection to the same shall be settled between the Participant and the service provider without involving Organizers.
- p. In the event there is a tie between two Participants as Shortlisted Participants or as the final Winner, then the same shall be resolved through a random draw or the jury of the contest. 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.
- q. It is in Organizer's sole discretion to use/not use the entries and the Participant(s) shall not have the right to claim any damages or monies from Organizer and by participating in this Contest the Participant(s) waive their right to make any such claims against the Organizer whether or not credit is provided to the Winner(s) and/or whether or not the entry content is used and whether or not the entry content is promoted by the Organizer.
- r. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, shall be payable individually by each member of the Winning Team. In case any member of the Winning Team fails to comply with the applicable laws or pay the requisite taxes, costs, levies, charges, expenses, etc., if any, such member shall indemnify the Organizer of any losses, expenses, costs, actions, claims, etc. for the same.
- s. Winner expressly agree that the Prize is good, full, complete, total and valuable consideration for the rights assigned by the Winner to the Organizer herein, the receipt and sufficiency of which such Winner hereby acknowledge.
- t. The Participant(s) understand that the Participant(s) are relying upon the foregoing representations and warranties, grants of rights and licenses, and releases in permitting the Participant(s) to submit the entries. The Participant(s) acknowledge that they shall not terminate or rescind the grants of rights and licenses and/or the releases contained herein.
- u. Each Participant understand that the vote under any task for each phase will be deemed to have been casted and has received an acknowledgment of receipt of his/her vote shall be considered for counting only when such vote reaches the server of the concerned internet operator. Any unclear/incorrect/incomplete vote, including absence of valid user and e-mail id, incomplete vote, shall be considered invalid vote and deemed null and void.
- v. Neither Five Fox Media nor the Channel shall be responsible in case of any kind of network problem, technical failure whatsoever and/or the data charges/costs charged by the network operator(s) and/or any other problems which may occur due to the failure of the mechanism or misuse of the mechanism or any kind of problems in connection thereto. Any dispute in connection to the same should be settled directly between the viewer/subscriber and the operator(s) without involving Five Fox Media and/or the Channel in any manner.
- w. Neither Five Fox Media nor the Channel shall be responsible for any unauthorized access to user data and/or for any compromise on private / confidential user related, or any other data, including but not limiting to user ids, email address, names, or any other user related details.
- x. Upon the viewer's voting for the favorite Shortlisted Participant, the user and email id or phone number from which the viewer(s) has voted during the timelines would get registered with the respective network provider(s) who will collate the total number of votes received for each Shortlisted Participants and send the same to Five Fox Media.

- y. Five Fox Media shall have the sole discretion to bring any Participant in the Program/Contest as a wild card entry for participation in the further rounds of the Program/Contest, if any and thereafter such wild card entry shall be subject to all terms and conditions stated herein and as may be informed from time to time. In no event shall the Participant or the viewer(s) dispute the decision made by Five Fox Media and/or the Channel in this regard.
- z. The elimination of the Participant/Participating Team and/or the decisions made by Jury/judges of the Contest, Organiser and/or the Channel shall be final and binding and in no event shall the viewer(s)/Participating Team/Participants dispute the decision made by the Jury/judges of the Contest, Organiser and/or the Channel.
- aa. Each Shortlisted Participants understands and hereby agrees that each task/activities performed by each such Shortlisted Participants during the Contest ("Content") shall be recorded and may be broadcasted by Five Fox Media and/or the Channel as a part of the Program and in consideration of the Prize and opportunity given to each Shortlisted Participant to become part of the Program by the Organizer as mentioned above, each such Shortlisted Participant(s) assign to Organizer, its parent companies, affiliates, brands, subsidiaries, successors, licensees and agents and such third parties that they designate or license the content or entries/recorded performances during Phase 3 of the Program from time-to-time (all of the foregoing, the "Licensed Entities") an exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sub-licensable and transferable right and license to use, assign, issue copies, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, transmit, display, communicate to the public, perform, sell, license, sub-license, assign, and exploit (commercially or otherwise) such Content, in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from each such Shortlisted Participant(s). Without limitation of the foregoing, submission of Content constitutes the agreement from the Shortlisted Participant(s) that the Licensed Entities have absolute rights (but are not obligated) to broadcast the Content or any part thereof on any platform whatsoever, (whether now existing or launched in the future) and for any purposes whatsoever, and to reproduce, adapt and distribute the Content in all media whether now known or later developed. Nothing contained in Section 19(4) of the Copyright Act, 1957 shall apply to the assignment granted herein. Shortlisted Participant(s) expressly agree that the Prize is good, full, complete, total and valuable consideration for the rights assigned by the Shortlisted Participant (s) to the Organizer herein, the receipt and sufficiency of which the Shortlisted Participant(s) hereby acknowledge.
- bb. Without limitation of the foregoing, in no event will the Shortlisted Participant(s) be entitled to, and the Shortlisted Participant(s) shall waive any right to, enjoin, restrain or interfere with:
 - i. use and exploitation of such Content as permitted hereunder; or
 - ii. the exploitation of any of the Licensed Entities' rights hereunder.
- cc. The Shortlisted Participant(s) understand that the Organizers are relying upon the foregoing representations and warranties, grants of rights and licenses, and releases in permitting the Shortlisted Participant(s) to submit Content. The Shortlisted Participant(s) acknowledge that they shall not terminate or rescind the grants of rights and licenses and/or the releases contained herein.

10. REPRESENTATIONS AND WARRANTIES BY THE PARTICIPANTS: The Participants Represent and warrant the following:

- a. The entries shall be suitable for presentation in a public forum, in sole determination of the Organizer.
- b. The entries shall not contain information known by the Participants to be false, inaccurate or misleading, of any nature.
- c. The entries 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.
- d. The entries shall not contain content that could be construed as defamatory, libelous, or slanderous.
- e. The entries 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 applicable personal or proprietary rights.
- f. The entries shall not contain any third-party music.
- g. The entries 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).

- h. The entries 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.
- i. The entries shall not promote or advertise any product(s), service(s) or brand(s).
- j. The entries 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.
- k. The entries shall not contain material or content for which a Participant was compensated or granted any consideration by any other third party.
- l. The entries shall not contain content that depicts alcohol, tobacco or narcotics.
- m. Participants understand that once the entries have 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 Five Fox Media.

11. GENERAL RULES

- a. The Applicant 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 Applicant.
- b. The Applicant confirms that he/she is an adult, a resident of India, and is entitled to enter into a valid agreement. The Applicant acknowledges that he/she has voluntarily chosen at his/her free- will and own wish to participate in the Show and is willing to bear all risk, costs & consequences arising from such participation in the Show.
- c. The Applicant represents that he/she is medically fit and do not have present or past psychological problems. If in the past he/she has had any psychological problems or physically challenges or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems the same has been disclosed to the Organizers in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Audition and/or the Show.
- d. The Applicant 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 the Organizers in writing. That the Applicant 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 or the Show (if selected).
- e. Employees of the Organizer and/or their associate and affiliate companies/the respective contest sponsor on Five Fox Media, will not be qualified for the participation in the Audition and requested not to register.
- f. The registration does not guarantee the selection or participation of the Applicant in the Audition and such selection shall be as per the sole discretion of Organizer, availability of time and venue. The Application shall not and waives any right to question the selection process, non-selection of the application and/or the selection of any other applicant.
- g. The number of Applicants to be selected shall be the sole discretion of the Organizer.
- h. In the event of large number of registrations, the chance to be Auditioned shall be strictly on a first come first basis till closure of the Audition time. No further requests for Audition shall be entertained by the Organizer. The Organizer reserves its right to change the time of the Auditions as per its discretion at any point of time.
- i. The final participation in the Show shall be subject to the Applicant being selected in the live Audition and the execution of a written agreement with the producer of the Show.
- j. The Applicant shall not be eligible for any prize or cash for participation in the Audition or the Show.
- k. The participation at the Audition or the Show by the selected Applicants shall not be obscene, vulgar, have racial or religious connotations.
- l. Organizer shall have the sole discretion to discontinue/cancel the Audition and/ the Show at any point of time and the Applicant shall not raise any claim due to such discontinuation or cancellation.
- m. Taking part in the registration process shall be deemed to be consent by the Applicant to receive promotional messages about the shows and programs of the Organizer and messages relating to the Show from the Organizer or any third party so authorized by the Organizer.
- n. In the event of any violation to the aforementioned or in case it comes to the knowledge of the Organizers that the details submitted by the Applicant in the application are not correct, the

- Applicant shall immediately be disqualified from being considered to be a Participant for the Auditions and shall solely remain liable for any action (criminal/civil) arising there from.
- o. The Applicant hereby agrees to indemnify the Organizers against any claims that might arise from their actions or omissions or arising from any representations, misrepresentations or concealment of material facts.
 - p. All Applicants/Participants shall maintain the decorum of the Audition venue and shall abide by the rules and regulations thereof. Further the instructions of the Organizers shall be adhered to strictly. Any Applicant/Participant who acts in contravention to the instructions of the Organizers or creating nuisance either to the Organizers or the other Applicants shall immediately be disqualified from participating in the Auditions and shall be escorted outside the Audition venue.
 - q. The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the Audition, at any time at their own discretion and without any prior notice and without assigning any reason.
 - r. The decision of the Organizers in connection with the Audition will be final and binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Organizers shall be final and binding on all concerned.
 - s. The selected Applicants shall be intimated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, and enquiries on the manner of conduct of the Audition from any person whatsoever.
 - t. Apart from the entitlement to be part of the reality show “Moxies of Punjab” subject to selection and written indication by the Organizers to such Applicant, the Applicant or his/her legal heirs will have no other rights or claims against the Organizers.
 - u. The Organizer shall not be liable for any loss, injury, mental/psychological issues like anxiety, depression, stress etc. or even death caused to the Applicant during his/her participation in the Audition or the Show.
 - v. The Organizer will also not be liable for any loss of earnings, employment or otherwise caused to the Participant and arising as a result of his/her participation in the audition or the Show, if selected.
 - w. The Applicant understands that getting shortlisted in the Audition is only a preliminary step towards participation in the Show and it shall be the absolute and sole discretion of the Organizers and Five Fox Media to allow participation based on creative requirements and the Applicant acknowledges this right of Organizer without any dispute or claim.
 - x. The Organizer shall shortlist Applicants/Participants after the auditions at all venues as required out of which only a limited number of participants shall be selected for further selection processes and/or final participation in the Show. Even after final selection for the Show, the Organizer shall have the absolute right to replace any of the Participants as per their discretion and creative requirement.
 - y. The Audition and the participation in the Show shall be subject to jurisdiction of competent court/s at Bathinda alone.
 - z. All Applicants shall have to carry a copy of a document identifying him/her as the citizen of India or any other national and valid proof of his/her permanent and current address and age.
 - aa. All Applicants shall have to carry a copy of their driving license and passport in order to be eligible to participate in the Audition and participation in the Show.
 - bb. All Applicants shall not be legally barred from traveling to any such places as may be required as a part of the participation in the Show nor should have any criminal records or such other issues hampering participation in the Show and undertakes to declare the same at the time of audition and participation in the Show, if selected, and hereby agrees that the Organizer shall have sole authority at its discretion to disqualify any applicant from the audition or participation in the Show at any point of the Show.
 - cc. All registrations shall be subject to completion of the procedures by the Applicant as per instructions given by the Organizer or the authorized representatives of the Organizer. The Organizer shall not be liable for any failure of receipt or incomplete registrations. The Applicant shall retain the registration code, if any, duly completed registration form and provide the same on demand at the Audition venue along with necessary identity documents and proof of age. The Organizer may disallow entry to the Audition in the event the Applicant is not able to provide/ produce the registration code, if any, duly completed registration form or the documents as required. On verification, if any of these documents are not found to be in order, the participation of the Applicant/Participant to the Audition or the Show may be terminated immediately by the Organizer.
 - dd. Apart from the registrations, the Organizer may at its discretion provide a chance for entry to the Audition for unregistered people also including but not limited to a foreign national provided all the terms and conditions are duly complied with. Any foreign national participating in the Show shall be required to procure all required permissions such as work permits, visas, statutory registration

documents etc from relevant authorities as may be required to enable them to legally participate in the Show. The Organizer shall have right to disqualify such Participant at any time during the Show in the event the documents, details of the Participants are not correct or the documents so required are incomplete, misleading or untrue or such other reasons which the Organizer deems fit in its sole opinion.

- ee. Participation in this Audition implies acceptance, without protest, of all the rules set forth by the Organizer for the Audition and the Terms and Conditions herein contained. Acceptance of the Terms and Conditions by the Applicant irrespective of such participation leading to final selection or not, constitutes permission for Organizer, and its affiliates to click photographs, record videos of the Applicant and use the Applicant's 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.
- ff. On request of the Organizer, the Participant shall also make arrangements for the Organizer to have access to his/her residence, work place, favorite hangouts, pets 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.
- gg. Any photographs, videos etc. submitted to the Organizers or recorded by the Organizer during the Audition or registration procedure shall on submission/creation become the property of the Organizers and shall be available to the Organizers for exploitation throughout the world in perpetuity. The Applicant shall ensure that the photos or videos submitted by him/her in any public domain or their performances are not obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person.
- hh. The Applicant expressly agrees that in addition to these terms and conditions the Applicant shall comply with any terms and conditions that may be stipulated by Five Fox Media and/or its parent, subsidiary, and affiliate companies in relation to the Audition and Show and any other rules, regulations, policies, etc.
- ii. In the event of any violation to the aforementioned, the Applicant shall immediately be disqualified from taking part in the Auditions and shall solely remain liable for any action (criminal/civil) arising therefrom.
- jj. The Applicant hereby represents and warrants that he/she will comply with all the rules associated with the Audition and Show including but not limited to the Terms & Conditions mentioned herein and associated with the Audition and Show, and that the Applicant shall personally be liable for any breach thereto.
- kk. In the event of unforeseen circumstances beyond the control of the Organizer, and the Prize not being made available to the Winner, or the meeting being cancelled, the Winner shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest the Winner waives his/her right to make any such claims against the Organizer.
- ll. Under no circumstance, unless due to willful misconduct or gross negligence, shall the Organizer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Applicant/Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Organizer has been advised of the possibility of such damages. The Applicant/Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Audition/Show.
- mm. The Applicant/Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the Audition, 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, newspapers and magazines at any time without the Applicant/Participants further knowledge or consent.
- nn. The Applicant/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 Applicant/Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
- oo. The Applicant/Participant hereby agrees to fully indemnify the Organizers against any claims for expenses, damages, or any other payments of any kind, including but not limited to that arising from his/her actions or omissions while participating in the Audition or the Show or arising from any representations, misrepresentations or concealment of material facts.

pp. This terms and conditions shall be governed, interpreted by and construed in accordance with the laws of India and 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.