

# **RULES & REGULATIONS GOVERNING APPLICATION AND PARTICIPATION IN EGIYE BANGLA**

## **I CONTEST DESCRIPTION**

“Egiye Bangla” (“**Program**”) is an Entrepreneurship contest cum TV Reality Show in Bengali, presented by MSME&T Department, Government of West Bengal (“**Organizer**”) with a reputed Production House (“**Producer**”). The Program provides a platform for prospective and early stage entrepreneurs (“**Start Ups**”) to showcase their plans / products / services through a reputed TV Channel (“**Broadcaster**”) in India and abroad.

## **II PROCEDURE TO PARTICIPATE IN THE COMPETITION**

### **1. Level 1**

The Start Up needs to first visit the website [Egiye Bangla](#) (“Website”) for registering their name/s in the Program. The registration period will be from 22nd September to 21<sup>st</sup> October 2015 (both days inclusive). The Start Up needs to click on the “Apply” section and follow the steps for registration. Alternatively, the start-up may click on the “Log In” button on the Home page and choose “New User” option for registration. Once the registration is successfully completed, a verification email will be generated and sent (via email) to the registered applicants. The applicants need to verify the email account by following necessary instructions mentioned in the email.

After registration is verified, an applicant will receive another email with Login instructions. Applicants need to follow the instructions to Log in to the website and proceed with Application process. The Application form can be saved (click “Save”) any number of times before final submission. Once the application is ready for final submission, the Applicant has to click “Submit”. The Applicant need to click the checkbox as a confirmation of agreement with the Rules & Regulations and self declaration of correctness of information provided in the Application form, for the Submission process to be completed. No changes will be permitted after the Application has been submitted. Applicant will get a confirmation of the submission through email and / or a text message. Applicants must quote the Registration Number for all future correspondence.

### **2. Level 2**

All Application forms will be tabulated and checked by a Selection Panel. The Selection Panel will give marks for all the Applicants based on the following criteria

- a. Originality of the Idea
- b. Business Potential / Social Impact
- c. Scalability
- d. Sustainability
- e. Profile of Promoters

A suitable number of Applicants will be chosen for the next level of selection ("Auditionees"). The decision of the Selection Panel will be final and binding and no person, including the Applicants, shall be permitted to raise any objections or appeal against such decision.

3. Level 3

All the Auditionees will be called for a Boot Camp conducted by IIMC Innovation Park. The Auditionees will be individually mailed / called and informed about the date, time and venue of the Boot Camp. In the Boot Camp, the Auditionees will be required to fill up the Participation Form, submit the self-attested documents, and get original copies verified. After submission of the Participation Form, each Auditionee will be attached to a Mentor Team. The Mentor Team will guide the Auditionees on the best possible way to present their Idea. The Auditionees will have to present the Ideas to a Boot Camp Jury, and only the Auditionees selected by the Boot Camp Jury will be eligible to participate in the Program ("Contestant"). Few other Auditionees will be selected in the wait list category with a serial number ("Wait List"). In case any Contestant fails to participate in the next round (TV Reality Show) or is disqualified for any reason, then Auditionees from the Wait List will be considered in a sequential manner.

### III. GENERAL TERMS AND CONDITIONS

#### Participation

1. Participation in the Competition by sending entries in any of the aforesaid manner shall be considered to be acceptance of these Rules and Regulations.
2. The Applicants must fulfill the following eligibility criteria:
  - Entrepreneurs who have an early stage venture (set up not earlier than 1st September 2012) or have a promising idea with a plan and prototype or working model or proof of concept.
  - The applicant must have the principal business unit (for existing businesses) or proposes to set up principal business unit (for those who have not yet started operations) in West Bengal. The existing business should be validly incorporated and running in accordance with applicable laws and should not be subject to any litigation or other disputes with respect to the plan, prototype or working model being followed or any criminal activity. The proposed business should not be subject to any legal restrictions in West Bengal.
  - The business plan or the early stage venture should not be an extension of the applicant's family business or backward / forward integration with any existing business.
  - The venture or the plan should have a determinable revenue model.
  - The applicant should be able to verbally communicate in Bengali / Hindi/ English

- The plan / venture should not belong to following industries- alcohol, tobacco, gambling, firearms and explosives or any other activity which is illegal or immoral.
- Applicants must be adult Indian citizens, i.e. only those who have completed 18 years of age as on September 15, 2015 and should be of sound health and mind and not debarred under any applicable laws to apply to and participate in the Competition.
- Applicants must enter the Competition on their own behalf and any entry by proxy will not be accepted, even for their family members.

Applicants understand and agree that the Eligibility Requirements may be changed, modified, or amended by Organizer in its sole discretion from time to time.

3. The entry(ies) is/are not transferable.
4. Employees of the Organizer, Knowledge Partner, Communication Agency, Broadcaster, Producer, Ground Agency, Auditors, Legal Partners, sponsors, Organizer's other contractors which have been appointed from time to time, and any other persons involved in organizing, judging, producing or involved in the Competition and their respective immediate families(which shall mean parents, siblings, spouse and children); persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Bengali or Hindi or English are ineligible to enter the Competition. Failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within a reasonable time upon request by the Producer/Organizer may result in disqualification. The Organizer also reserves the right to disqualify a Contestant in case a discrepancy is found to exist in the information furnished/provided/stated by the Contestant during the interaction with the Producer/Organizer or any of the Organizer's sub-contractors and vendors in the Competition and/or in the information stated in the documents furnished by the Contestant. In addition, any applicant closely acquainted with any person connected with the production or administration or exhibition of the Program is not eligible if, in Organizer's sole discretion, the person's participation could create the appearance of impropriety.
5. The Contestant shall undertake, warrant and guarantee to the Organizer that the Contestant has the full legal capacity to participate in the Competition in accordance with these Rules & Regulations and understands and consents to the same.
6. By registering for the Competition, the Contestant represents that he/she is medically fit and does not have present or past psychological ailments. If in the past he/she has had any psychological ailments or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Organizer/Producer in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for

participation in the Competition.

7. Contestants will not be confirmed as Contestants for the Show if they are suffering from any kind of serious ill health, or chronic or temporary medical problems which renders them physically unfit to participate in the Competition (viz.: heart condition, hypertension, final stages of pregnancy, etc.). It is the responsibility of the Contestants to be medically fit for participation and understand that certain events/days may be physically and psychologically challenging. Nevertheless the final decision regarding their participation in the Studio Part of the Competition rests entirely with the Organizer, especially in the event the Contestant is deemed unfit on medical grounds.
8. The Contestant represents that he/she has not been accused or convicted or is otherwise involved in any acts involving criminal offence or moral turpitude and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Organizer in writing. That the Contestant is not required to be present before any authority including police or any court of law during the shooting dates informed by the Organizer and has no other disability which would prevent his/her participation in the Audition or the Competition (if selected). In the event any such fact is discovered subsequent to selection of the Contestant, the Organizer shall have the right to disqualify such Contestant immediately.
9. The Contestants acknowledges that he/she has voluntarily chosen to participate in the Competition at his / her free-will and is willing to bear all risk, costs and consequences arising from such participation in the Competition.
10. Each Contestant is also required to refrain from wearing any clothing items bearing any dress designer's designs or brands or logos or bearing the name or likeness of a celebrity, living or dead, during the Studio Part of the Competition. The Contestants are also not permitted to wear or mention any competing TV channel names, or names of competitors or to display any brand/logo either identical with or deceptively similar to that of any other entity which may amount to either advertising or infringement thereof.
11. If an entry is received for participation, it is assumed that the person sending in the entry has provided the Organizer with permission to send SMSs to or call him / her, whether or not such sender is registered on the National Do Not Call registry.

#### Information

1. The Contestant is required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e. one original and attested photocopies of either (i) passport/driving license or (ii) PAN Card along with birth certificate (iii) voter identity card with birth certificate, and (iv) UID/ Aadhar Card.
2. Organizer/Producer may, at its discretion contact the Applicants and/or Contestants at any time, if required, for any clarifications needed for the information

provided in the application.

3. The Organizer has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Competition.
4. In case there is any mismatch of Applicant / Contestants details in any round of the Competition, the Contestants may be disqualified from further participation in the Competition, if Contestant is unable to resolve discrepancies within a reasonable time.
5. All personal details and information requested by and supplied to the Organizer by each Contestant must be true and accurate and in no way misleading. The Organizer reserves the right to disqualify any Contestants from the Competition or Audition in its sole discretion, should the Contestants at any stage supply false, inaccurate or misleading personal details and/or information.
6. If at any time, including after disbursement of prize, any information submitted by the Contestant is found to be incorrect, false, or otherwise misrepresented or misleading, the Contestant shall be liable to refund all amounts and benefits received from the Organizer.
7. Each applicant acknowledges, understands and agrees that Organizer may disclose any information contained within or derived from his or her application to third persons connected with the Program (collectively, "**Personal Information**"). Applicant acknowledges and agrees that Organizer may reveal such Personal Information to third parties in the course of the application process and/or the Program and that applicant releases, discharges, and holds harmless the Organizer from any and all claims and damages arising from such compilation or disclosure of Personal Information.

#### Speaking to the media and third persons

1. None of the Contestants shall, without the prior written approval of the Organizer, speak to the press or any other media or any third person, nor give any interviews or comments relating to the Auditions or any aspect of the Competition/Program or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Contestant shall not disclose any information whatsoever relating to the Organizer/Producer or the Program to any other party. Violation of this clause shall immediately disqualify the Contestant's prospects of further participation.
2. The Contestant shall at all times keep confidential the selection process and all details regarding the Competition including Boot Camp which he/she might be informed of or which he/she might learn or come to know of as a Contestant or as a short listed potential candidate. Any leakage of information shall result in immediate disqualification.
3. The applicant shall be required to sign a confidentiality agreement at such time as may be decided by the Organizer.

### Web Registration and Telephony

1. In case the Organizer is unable to reach the registered Applicants / Contestants over mail / phone, the application will be deemed as invalid.
2. Organizer/Producer shall not be liable for any failure of the IVR or SMS server or Application and website, any call drop during participation or incomplete registrations submitted by Applicants.
3. Post submission of the entry via Web, the Applicants will not be permitted to modify / alter / change any details / answer submitted.
4. Only the entries received after the registration period starts and before the registration period ends will be considered valid.
5. The Organizer shall endeavor to make all reasonably practicable arrangements to minimize website downtime, ensure uptime of systems, back-up of data, telephone, and prevent other technical impediments, but cannot provide any guarantee in respect thereof as these are dependent on external utilities/ service providers.
6. Organizer and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Applications.
7. The Organizer accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Applicants are unable to participate in the Competition due to failure on the part of the telecom operator, facility provider, etc, or due to capacity constraints.

### Boot Camp

1. The number of Auditionees to be selected shall be at the sole discretion of the Selection Panel.
2. Boot Camp will be subject to such timing stipulations and requirements as may be determined by the Organizer and the Organizer makes no representations, warranties nor provides any undertaking to any of the Contestants that any or all of the Contestants will be able to take part in Boot Camp or Competition.
3. The Organizer shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Contestants in the event that the Organizer is not able to permit the Contestants to take part in the Boot Camp or Competition in accordance with any of the foregoing provisions.
4. All cost incurred for traveling to & from the Boot Camp is to be solely borne by Auditionees, unless otherwise specified by the Organizer. If required, the Organizer will arrange for stay

(on twin sharing basis) and food for Auditionees during the Boot Camp.

5. If an Auditionee is unable to appear for the Boot Camp at the stipulated venue and time, he/she shall be disqualified from further participation.
6. Organizer shall not entertain any request by the Auditionees for change in the dates and venues of Boot Camp.
7. The Boot Camp process is likely to take more than one day, and the Auditionee would be required to be present for the entire period of the Boot Camp as informed by the Organizer. If the Auditionee leaves the Boot Camp without due permission from the Organizer, it may result in disqualification.
8. Notwithstanding any other provisions in this Agreement, the Organizer may, at its sole and absolute discretion, cancel or reschedule the Boot Camp, or hold additional Boot Camp on such other dates and at such places as it may determine and the Contestants shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Organizer and shall attend at any and all such additional Boot Camp.
9. Cameras and photography by the Auditionees / Contestants will not be permitted at the Boot Camp or the Contest Shoot venues. Any photographs or information put up by Auditionees/Contestants on any social media or the internet will result in immediate disqualification.
10. The Contestants understand that getting shortlisted in the Boot Camp will not ensure further participation in the Program as it shall be the absolute and sole discretion of the Organizer to allow further participation based on recommendations of the Special Boot Camp Jury.
11. The venue and the timing of the Boot Camp will be informed to the Auditionees by either the Organizer or an agency recruited by the Organizer / any of its partner; provided that the Organizer shall not be liable or responsible for any actions or inactions of such agency recruited by the Organizer / any of its partner.

#### Shortlisting

1. Even after final selection for the Program, the Organizer/Producer shall have the right to replace any of the Participants as per its discretion and creative requirement.
2. The Organizer also reserves the right to increase or decrease the ratio of the Contestants in each Show i.e. increase or decrease the number of Contestants who can participate in the Program, without any prior intimation to the Contestants and/or the public.
3. At no point of time will the Organizer / Producer be obliged to notify unsuccessful

Contestants of its decision.

4. Whilst the Organizer shall make all reasonable endeavors to (i) enable Contestants to participate in the contest (ii) to contact all Contestants at each relevant juncture of the Competition, the Organizer can make no guarantee thereof and the Organizer shall in its sole discretion be entitled to proceed with the next entitled Contestants under these Rules, in case it is unable to successfully contact and communicate with Contestants.
5. The Organizer will have no liability to a Contestant who is unable to attend or take part in the Competition for whatever reason and the Organizer shall be entitled to disqualify the Contestants and replace any such Contestants from the Competition at any time, at the discretion of the Organizer.
6. The Organizer further reserves the right to replace at its discretion any Contestants who for any reason fails or is disqualified from or unable to participate in the Program and / or Competition with another replacement Contestants, notwithstanding that such replacement Contestants may have been previously eliminated from the Competition and each Contestant shall agree to participate in the Program and/or Competition as and when required by the Organizer to do so.
7. In the event that there is a tie between two (or more) Contestants, the Organizer shall be entitled to determine in its absolute discretion which Contestants is eliminated and/or which Contestants goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Contestants, as it in its absolute discretion, deems necessary. No enquiries, appeals, verbal or written, shall be entertained in this regard.
8. All attempts will be made to protect Application data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines of the Participant selection process, Organizer may have to continue with whatever data is available, or in any other manner as it may deem reasonable.

#### Intellectual property rights and access to personal information

1. Intellectual property rights
  - (i) In the event that a Contestant is invited to attend an audition and any other subsequent stages of the Program selection process, the Contestant agrees and consents to the filming and recording of Contestant's voice, conversation and sounds, during and in connection with the application for the Program at the discretion of the Organizer ("**Contribution**") and the use of the Contribution in the Program in whole or in part or not at all. The Contestant irrevocably grants and assigns to the Organizer any and all copyright and other rights, title and interest in such Contribution so as to permit the fullest use throughout the world of the Contribution or any parts thereof by all means and in all media in connection with the Program or otherwise in perpetuity. For purposes of clarity, Contestant accepts that the Organizer has the right to edit, copy, adapt or



translate the Contribution as it deems fit and Contestant irrevocably waives the benefits of and agree not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction.

- (ii) Contestants further agree to the photographic and video materials and any other materials submitted ("**Submission**") as part of their applications to the Program and/or Contribution to be featured in the Program and warrant that Contestants have the necessary licences, rights, consents and permissions to authorise the Organizer to use the Submission in full or in part. Contestant hereby grant us a worldwide, perpetual, royalty free and transferable licence (with the right to sub-license) to use, edit, reproduce, record, modify, translate, distribute, play, perform, make available to others, prepare derivative works of and to display the Submission by any medium or method whether now known or later developed to be exercised in the sole discretion of the Organizer throughout the world for the full term of copyright and other rights and all renewable and extension thereof and Contestant irrevocably waive the benefits of and agree not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction. Contestant agree to provide Organizer with details of all such licences, rights, consents and permissions if Organizer so requests.
- (iii) For the avoidance of doubt, Contestant agree that Organizer has no obligation whatsoever to return any materials (including without limitation, the Submission) submitted as part of this application whether or not the Contestant is selected as a participant and that Organizer is in no way obligated to use any such materials in connection with the Program.
- (iv) Contestant hereby grants to Organizer the unconditional right throughout the universe in perpetuity to use, simulate or portray (and to authorize others to do so) his/her name, application, likeness (whether photographic, video or otherwise), voice, personality, personal identification or personal experiences, my life story, biographical data, incidents, situations and events which heretofore occurred or hereafter occur, in or in connection with the Program (or any episode or portion thereof) and the advertising, promoting or publicizing of the Program or any Program episode, or its programming services, and in connection with any merchandising, whether or not related to the Program (including without limitation, any commercial tie-ins), any sponsor of the Program, and the advertising, promotion, endorsement and distribution of the Program, as well the advertising, promotion and publicizing of the Producer, or any television station or other media outlet that broadcasts or otherwise exhibits or exploits the Program, by Organizer or any of its programming services, and in any other manner whatsoever (including, without limitation, as a direct endorsement of any product or service) as Organizer or its assignee may elect in its sole discretion.

2. On request of the Organizer, the Contestants shall also make arrangements for the

Organizer / Producer 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.

3. As part of Contestants' contribution to the Program, the Producer may request Contestants to participate in any media / online/interactive activity relating to the Program including without limitation recordings of web-casts, interviews and participation in so-called 'chat-rooms'. It is a further condition of entry and participation in the Competition that Contestants ensure and procure from any and all Contributors their agreement and execution of the release form as devised from time to time by the Organizer/Producer.
4. The Winners of the Competition agrees that he/she shall make himself/herself available from time to time and co-operate with the Organizer and participate in any activity and/or campaign ("**Promotional Activity**") of any nature whatsoever without any money payable to the Winners. Further, the Winners/Contestants shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Organizer. The Winners/Contestants agrees that the footage of any nature shall vest with the Organizer, including but not limited to all intellectual property rights and any other rights worldwide and in perpetuity.
5. Any photographs, videos etc. submitted to the Organizer/Producers or recorded by the Producers during the Audition or registration procedure shall on submission / creation become the property of the Organizer and shall be available to the Organizer for exploitation throughout the world in perpetuity. The Contestants shall ensure that the photos or videos submitted by them in any public domain or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the Contestants shall immediately be disqualified from taking part in the Auditions/Competition or any further rounds of participation and such Contestants shall solely remain liable for any action (criminal/civil) arising therefrom.
6. Acceptance of these Rules and Regulations by the Participants constitutes permission for the Organizer its affiliates and Producer to click photographs, record videos of the Contestants and use the Contestants 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.

#### Expenses of participation & logistics

1. All cost including but not limited to travel cost for attending the Boot Camp at the venues as informed by Organizer shall be borne solely by the selected Auditionees and the Organizer or its sub contractors shall not be liable for

the same. The organizers may, at their sole discretion, bear the board (twin-sharing) expenses of the Auditionees during the Boot Camp.

2. The arrangements for travel and stay of the Participants selected for the Show to attend the final contest & shoot will be made by the Producer.
3. The Organizer or any of the affiliates connected with the Competition/Show shall not be liable for any cancellations and/or delays in the train/ flights/ cars arranged for the Contestants due to any reason including but not limited to force majeure, logistical problems at the airports/ railway stations/ roads etc and the Contestants shall not have any claim against the Organizer and/or any of its affiliates connected with the Competition and/or Producer for the same. The Organizer or any of the affiliates connected with the Competition shall not be responsible for any such eventuality and the Contestants undertake not to claim any compensation from the Organizer/Producer for the same.

#### Prize and Contract with the Organizer

1. It is not necessary that the winning Participant wins the maximum prize money.
2. Any and all taxes and/or levies applicable on the prize money won by the Participants, under the laws of India shall be borne by the Participants in relation to the prize. Payment of prize money to the Winners shall be after deduction of all applicable taxes and levies and subject to providing the relevant documents as intimated by the Organizer and will be paid within the time stipulated by the Organizer. A duly attested copy of the PAN card is compulsory to claim the prize money by the Contestant. The payment will be made either through an account payee cheque or by NEFT/RTGS and the Contestant shall provide relevant details as may be required for such transfer. The prize money shall not be transferable and shall not be paid in cash. Any prize which is not in the form of prize money shall not be redeemable for cash.

#### Other Terms

1. The procedures for registration and participation in the Competition are subject to the Rules and Regulations stated herein. Non-conformance by any Contestants to the rules of the Competition will disqualify him/her from participation or winnings, immediately, as the case may be.
2. In the event of any fault, misunderstanding or dispute concerning any part of the Competition, and/or the operation of the telephone system, Auditions, Call-backs, the selection of Contestants at any stage, the decision of the Organizer shall be final and binding on all Contestants. The Organizer / Producer of the Competition is empowered to take a decision on any case or instances not covered by the present Rules and Regulations.
3. The Organizer reserves the right to amend (add, delete or modify) the Rules & Regulations governing the Competition and/or the Participant selection process

prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Competition or remedy any issues that occur.

4. The Organizer has the right at any time to terminate the Competition without any prior intimation or notice to the public and also the Organizer is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Competition and/or accommodate any person or persons who have been selected in the Competition for the Program.
5. Registration to the Competition does not guarantee the selection of the Applicants to proceed with the Competition. Registration also does not entitle any Contestants to a prize or award.
6. Taking part in the registration process shall be deemed to be acceptance by the Applicants to receive promotional messages from the Organizer or any third party so authorized by the Organizer.
7. If the operation of the Competition (including without limitation the operation of the related telephone systems, call centre operations, and software systems); the recording; broadcast of any/all of the Show is prevented by an event of force majeure, the Organizer may cancel all or any part of the Competition/Show, or take such other decision as it deems fit.
8. Notwithstanding a Contestant's participation in the Competition, there is no obligation on the part of the Organizer to broadcast any Show in which he/she has taken part, or any or all of his / her contribution as recorded by the Organizer.
9. The Organizer reserves the right to re-schedule the dates of registration, call-backs, Boot Camp, recording the Studio Part of the Competition and broadcast, at its discretion.
10. In case the Winner is found to be in violation of any and all rules/process of the Competition, the Organizer reserves the right to initiate legal proceedings against such persons including but not limited to having the concerned winner to refund the prize money won on the Show together with penalty interest as deemed fit by the Organizer.
11. The Organizer reserves the right to change the structure of the Competition as it sees fit including without limitation by adding / reducing / altering Auditions/rounds to the Competition.
12. It is a condition of entry and participation in the Competition that Contestants make themselves available to participate in the Competition, agree and sign up the Contestant Release Form and any other documents as requested by the Organizer/Producer and abide by terms and conditions of such Participant Release Form and the Rules, Regulations as devised from time to time by the Organizer including but not by way of limitation these Rules & Regulations.

13. The Organizer's decision (or, where appropriate, the decision of the Jury) is final and the Contestants acknowledge that the interests of the Program/Show shall override those of any Contestants and/ or Contributor.
14. The Contestants must at all times behave appropriately when taking part in the Competition and observe these Rules & Regulations and any other Rules & Regulations in force at the Auditions and/or Studio. The Organizer reserves the right in its absolute discretion to remove from the Competition, Audition, Studio any Contestants who breaks such rules and/or fails to behave appropriately and to disqualify such Contestants.
15. No weapons, alcohol or illicit substances will be permitted at any premises or during any part of the Competition. Contestants must be of good moral character and not be under the influence or habit of any medication, drugs or other psychotropic substance which may impair their ability to participate in the Competition. Use of any prohibited substances would lead to immediate disqualification.
16. If any provision of these Rules & Regulations is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules & Regulations and the remainder of the affected provisions shall continue to be valid.
17. These Rules & Regulations and the Competition shall be governed by and construed in accordance with the laws of India and the Contestants submit irrevocably to the exclusive jurisdiction of the Courts in Kolkata.
18. Use of mobile phones or camera will not be permitted during the Boot Camp, contest and shoot. It may lead to disqualification.
19. Application does not guarantee the selection or participation of the Contestants and such selection shall be as per the sole discretion of the Organizer or its affiliates
20. The Organizer / Producer of the Competition is empowered to take a decision on any case not covered by the present Rules and Regulations.

#### Liability

1. The Organizer and/or the Broadcaster is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental trauma caused to any Contestants and/or the Winner s in any manner whatsoever, in relation to the Competition and/or prize.
2. The Organizer, Producers, Knowledge Partner, Judges, the Host, the Communication Agencies, the sub-contractors used by Organizer for the Competition, and any person or entity connected with the production (including the format owners and the broadcasters

of the Program), administration or judging of the contest, the Competition or the Program (the "Relevant Parties") shall be under no liability whatsoever to the Contestants or the Contributors, in respect of any loss, damage suffered by the Contestants or Contributors arising from or pursuant to the Competition or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestants at any stage of the Competition and during production thereof whether or not caused by (1) the administration (including scheduling) of the Competition including any failure of transportation or inability for any reason to appear for the Audition/before the Judges; (2) the Contestant's or any third party's participation in the Audition, or being selected or disqualified; (3) as a result of the decisions of the Judges or Organizer; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Host and/or Organizer; and/or (5) any printing, typographical or technological errors in any materials associated with the Competition. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Competition. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Contestants; or circumstances beyond the Relevant Parties including the Producer's reasonable control.

3. The Winners and/or the Contestants of the Competition agree that he/she shall hold harmless the Channel, Organizer, the Knowledge Partner, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the Competition/Program including but not limited to the procedure in the Competition and shall also not file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forums in India against sponsor and/or the Channel/Organizer/Producer to claim any damages or reliefs.
4. The Organizer / Producer will not be responsible for any loss / theft of belongings of the Contestants on the sets of the Competition/ Shoot Studio, before/during/after the shoot of the Episodes/Show, or at the time of the bootcamp.
5. The Organizer / Producer or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Contestants and arising as a result of his/her participation in the Audition or the Show Part, if selected
6. Organizer / Producers and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Audition or Competition on account of any factors beyond their control
7. Organizer / Producer and its sub - contractors shall not be held responsible or accountable to any of the Contestants/Contributors, for any loss, injury or any other liability which may arise, enroute while coming to the venue of Bootcamp or while attending the Studio Part / Program / Shoot or while participating in the

Competition and for which the Contestants/Contributors will be required to sign an indemnity in favor of the Organizer. The Contestants/Contributors agree to release, discharge, and covenant, not to sue the Organizer or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Competition in any manner, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Contestants involvement in the Program.

8. The Contestants hereby agree to indemnify the Organizer or its affiliates against any claims that might arise from their actions or omissions while participating in the Bootcamp / Competition, including any legal proceedings which may arise as a result of their business idea/proposal/project.
9. Apart from the chance to be part of the television Competition "Egiye Bangla", the Contestant or his / her legal heirs will have no other rights or claims against the Organizer or the Producers. For the sake of clarity, it is stated that the Contestants of the Boot Camp or the Competition shall not be paid any consideration.
10. Contestants warrant that nothing in their applications or ideas or working models or prototypes will infringe the patent or copyright or any other right of any third party or breach any contract or duty of confidence, constitute a contempt of court or expose the Relevant Parties to any civil or criminal proceedings or be defamatory or blasphemous and/or otherwise intended to bring us or any other party into disrepute.
11. The only way to enter Egiye Bangla contest is through Application process as described in Rules and Regulations. There is no other way of entering the contest. This entire process is transparent and monitored by an independent Auditor. Any person claiming that he/she can help any Applicant or Participant would be indulging in an act of fraud and in no way can represent the Organizer or any of its official partners. Applicants and Contestants should report any such person or incident to the local police immediately.
12. Applicant hereby warrants that he/she has truthfully and accurately completed this application form and acknowledge and agree that Organizer may in its sole discretion disqualify him/her from any stage of the Program auditioning and selection process or the Program itself at any stage if he/she supplies or has supplied any untruthful, inaccurate or misleading details and/or information and/or have failed to abide by the rules of the Program and/or otherwise have deceived the Organizer about his/her identity or fail to abide with any of Organizer's other reasonable instructions or directions or are otherwise in breach of any of the terms of this Rules and Regulations.