

TERMS AND CONDITIONS FOR APPLICATION AND PARTICIPATION

LOVE YOU ZINDAGI MUSIC COMPETITION – EDITION 1

1. The instant terms and conditions shall govern the application process, registration, audition, selection and participation of every willing applicant in the competition viz. Love You Zindagi Music Competition, hereinafter referred to as the said "Competition", organised by "Love You Zindagi", being a unit of 'Vantage India', hereinafter referred to as the "Organiser".
2. That for the purpose of the instant Competition, the term "Participant" shall expressly mean any individual and/or group of individual(s) whose application has been duly submitted, accepted and selected after scrutiny by the aforesaid Organiser for participation in the said Competition, subject to compliance with the terms and conditions as enumerated hereinbelow.
3. That for the purpose of the instant Competition, prizes to be awarded to the winners of the Competition shall comprise a First Prize of Rs. 75,000/- (Rupees Seventy-Five Thousand only), a Second Prize of Rs. 50,000/- (Rupees Fifty Thousand only) and a Third Prize of Rs. 25,000/- (Rupees Twenty-Five Thousand only).
4. That upon being declared as a winner of the said Competition, the respective winner shall be offered a separate performance contract by the Organiser for performing at the Organiser's cafe.
5. The said Competition shall comprise 'Solo Participant', being one individual, 'Duo Act', being a team of two individuals, and 'Trio Participant', being a team of three individuals. A participant shall not be permitted to participate simultaneously as a Solo participant and as a member of a Duo or Trio, and such applications, if any, shall be deemed to be void and the registration fee paid shall stand forfeited and shall not be refunded.
6. In case of a Duo or Trio, the group leader may submit the application on behalf of the group, but every member shall furnish the requisite particulars and execute the applicable consent.
7. Each unit Participant may participate in Vocal, Instrumental or Vocal and Instrumental performances, and all such categories and/or act(s) of performance shall compete in the same overall pool and shall be subject to the same Competition Rules, judging criteria and prize structure, unless otherwise expressly provided herein.
8. That in the case of a participant being below the age of 18 years on the date when such application is being made, the application form shall be accompanied by the consent letter and/or undertaking of his/her parent and/or lawful guardian.
9. The Competition shall be open to performers from West Bengal, Sikkim, the North-Eastern States, Bihar, Odisha and Jharkhand and there shall be no minimum age restriction for the participation in the said competition and each participant shall be only entitled to one entry per edition of the said competition.
10. The willing participant shall, at the time of registration, be required to pay the applicable registration fee, being Rs. 300/- (Rupees Three Hundred only) for a Solo entry, Rs. 500/- (Rupees Five Hundred only) for a Duo entry and Rs. 700/- (Rupees Seven Hundred only) for a Trio entry, through the payment link and/or

facility provided from the end of the Organiser; provided that payment of the registration fee shall not, in itself, confer any right and/or guarantee upon the said Participant to be selected for and/or permitted to participate in the said Competition, and every application shall remain subject to fulfilment of the eligibility criteria, submission of the requisite documents, consent form and audition material, and thereafter selection by the Organiser in accordance with their own selection criteria, and the result of such auditions shall be informed by the Organisers within 2 (two) days from the date on which the said auditions were held or on a date as announced for declaration of results of the said auditions by the organizers whichever is later.

11. In the event that a Participant is not selected at the initial audition, such Participant, upon their own discretion, shall be permitted to submit one fresh audition for re-attempt in the next edition of the said Competition, subject to payment of the applicable re-attempt fee, being Rs. 200/- (Rupees Two Hundred only) for a Solo entry, Rs. 400/- (Rupees Four Hundred only) for a Duo entry and Rs. 600/- (Rupees Six Hundred only) for a Trio entry; provided that each Participant shall be entitled to avail of such re-attempt facility only once and no further re-attempt shall be permitted under any circumstances.
12. In the event an applicant is not selected and/or chosen at the audition, the requisite registration fee shall be refunded and/or returned after deduction of Rs. 100/- towards processing charges, within a period of 1 (one) week from the date on which the said non-selection has been made known from the end of the Organisers.
13. Any or all applications containing incomplete and/or incorrect and/or misleading and/or false information may be rejected and/or disqualified, and an application shall be treated as complete only upon receipt of all true requisite information, documents, audition material and payment.
14. The Organiser herein, upon their own discretion, may change and/or modify the schedule, timings, format and/or venue where it finds it to be necessary to conduct such competition and in the event the said Competition is postponed from the end of the organisers, and the participant is unable to attend on the rescheduled date as fixed by the organisers, the aforesaid registration fee shall be refunded in full without any deduction of the abovementioned processing fee.
15. No refund shall be payable after the participant has performed in Round 1 or any subsequent round(s).
16. Each unit participant(s) shall bring their own instruments, cables and accessories, except equipment specifically provided by the Organiser.
17. The Participants herein shall report at the venue at the time specifically allotted to them for sound check or performance. In the event of any delay or late arrival on the part of a Participant at the time of performance, the Organiser shall be entitled, at its discretion, to modify, defer or cancel the allotted performance slot of such Participant, and the Participant shall have no claim or right in respect thereof nor can further claim refund or reallocation.

18. The Participants shall be judged on the basis of technical skill, musicality, song choice and arrangement, stage presence and overall impact and the decisions of the judges and organisers shall be binding upon the Participants. Furthermore, all decisions of the Organiser concerning administration, screening, scheduling, disqualification and other operational matters shall be final and binding for the purposes of the said Competition.
19. The Participant shall ensure that the performance does not contain or include any unlawful, obscene, offensive, abusive, discriminatory, defamatory or otherwise inappropriate content, including any content which is derogatory towards or intended to offend or hurt the sentiments of any individual, community, caste, race, religion, faith or belief. The Organiser shall not be responsible or liable for any claim, complaint, objection, dispute, action or proceeding arising out of or in connection with any such content, statement, expression, performance or material attributable to the Participant, and the Participant shall be solely held responsible for the same.
20. The winning participants and/or winners shall, in addition to the respective cash prizes, be awarded the applicable memento and certificate. Every finalist shall be entitled to receive a Finalist Certificate, and every Participant who duly participates in the Competition shall be entitled to receive a Participation Certificate. The prize money payable to the winners shall be subject to deduction of applicable taxes, including Tax Deducted at Source (TDS), as may be required under the applicable laws, and each winner shall furnish his/her valid P.A.N. and bank account details to the Organiser for the purpose of processing and disbursing the prize money and complying with applicable statutory requirements.
21. The detailed terms and conditions governing the performance contract, including the duration, nature, schedule, remuneration, obligations and other terms of such performance, shall be subject to further discussions and mutual agreement between the Organiser and the respective winner, and shall be recorded in a separate agreement/contract to be executed between the parties.
22. That it is expressly understood and agreed upon by participants in the Competition that the Participant expressly consents to and/or agrees that all photographs, recordings and videos of his/her performance shall belong exclusively to the Organiser, and the Participant shall have no right, title or interest therein. The Participant hereby grants the Organiser an irrevocable, worldwide and unrestricted right to use, reproduce, publish, broadcast, edit, modify and otherwise exploit such recordings in any manner and on any platform, and, to the fullest extent permissible under law, expressly waives his/her moral rights under Section 38B of the Copyright Act, 1957; provided that, in the case of a Participant below the age of 18 years, the terms of the Parent/Guardian Consent Form shall prevail in respect of the promotional use and removal of such photographs, recordings and videos.
23. The submission of the application form and/or participation in the said competition shall constitute as an express declaration by the applicants herein that the applicant has read, understood and agreed upon and is bound by the Terms and Conditions expressly mentioned herein.
24. The Organiser shall not be liable for failure, delay or interruption in conducting the Competition caused by circumstances beyond its reasonable control, including natural calamity, governmental restrictions, public emergency, technical failure, venue restrictions or other circumstances of a similar nature.

- 25.** All communications relating to the instant Competition shall be made through the email address, telephone number, WhatsApp number or any other and/or other(s) contact details furnished by the participant.
- 26.** In the event any dispute, difference or claim arises out of or in connection with the Competition, whether arising before, during or after the Competition, the parties shall first endeavour to resolve the same amicably, and in the event the dispute remains unresolved, the same shall be referred to arbitration and arbitrator(s) shall be appointed as per the relevant provisions of the Arbitration and Conciliation Act, 1996, and the costs and expenses of such arbitration shall be borne exclusively by the Participant and the location of such arbitration shall be Kolkata and shall be conducted in English Language.



ACCEPTANCE OF TERMS AND CONDITIONS

To be signed by EVERY member of the act

I/We have read and understood the Terms and Conditions for Application and Participation in the Love You Zindagi Music Competition – Edition 1 (Clauses 1 to 26 above) in full, and I/we agree to be bound by them. I/We confirm that the information given in the registration form is true and correct.

Entry type: ☐ Solo ☐ Duo ☐ Trio

Name of act / group _____

Member 1 — Group Leader / Solo

Full name _____

Age / Mobile _____

Aadhaar (last 4 digits) _____

Signature / Date _____

Member 2 — Duo / Trio

Full name _____

Age / Mobile _____

Aadhaar (last 4 digits) _____

Signature / Date _____

Member 3 — Trio

Full name _____

Age / Mobile _____

Aadhaar (last 4 digits) _____

Signature / Date _____

Under 18? The Parent / Guardian Consent Form must also be filled and signed by the parent or legal guardian. **How to submit:** sign, then upload a clear photo or scan of every page of this document in the online registration form, together with a masked Aadhaar card of every member.

Place: Siliguri