

I unconditionally agree and accept the terms and conditions applicable for participating in ‘MERA SABSE BADA FAN BANEGA SABSE BADA HERO CONTEST’ (the “**Contest**”). I also conform that before participating in Awards, I had the opportunity to seek clarifications from the producer YRF Television Private Ltd. (“**Producer**”) and Sony Entertainment channel (the “**Channel**”) (the Channel is owned by Multi Screen Media Private Limited and/or its affiliates (“**MSM**”).

## **TERMS AND CONDITION FOR THE CONTEST**

### **A. CONTEST**

1. Producer is doing the Contest to produce a reality television program for MSM which shall be telecast some time in the year 2010 on the Channel to hunt for the biggest fan of **twenty (20)** famous celebrities, a list of such celebrities is provided in Schedule A below (“**Celebrity(ies)**”).
2. The Contest shall invite entries from the members of public who reckon and can prove they are the greatest fans of their favorite Celebrities.
3. Each participant of the Contest shall choose one Celebrity from Schedule A and shall make a claim while making an entry to be the greatest and biggest fan of that Celebrity. The contest is open to Indian citizens (except the employees of Producer and MSM and/or its affiliates and the sponsors of Contest) and Non-Resident Indians (“**NRI**”) who have completed 18 years of age as on November 1, 2009 and they can send an entry for the Contest (the “**Participants**”). The Participants must submit a valid age and nationality proof like passport, PAN Card, Ration Card, etc.
4. The claim to be the greatest and biggest fan of the Celebrity can be established in different ways in the Auditions (defined below), including without any limitation by pictures, videos, taped materials, testimonies/endorsements of friends, family and neighbors, uploading videos on the micro site of the Contest (explained below), and by any other means which can establish to Producer that the Participant is indeed an ardent fan of his/her favorite Celebrity.
5. Each Participant will have to register himself/herself for the Contest in accordance with the terms and conditions specified in Section B below (“**Registration**”).
6. After making an entry for the Contest, the Participants, if they are found eligible, will be invited to appear for an audition to prove their claim for the biggest fan of their respective Celebrity (“**Auditions**”). Submission of entries does not guarantee an invitation to the Auditions. Please refer Section C for details on Auditions.
7. After conclusion of Auditions, Producer will shortlist those Participants which Producer in its sole discretion reckons are the biggest fans of their respective Celebrities for further rounds of selection. More details of these rounds of selections and criteria of short listing shall be given if the Participant is selected in the Auditions.

### **B. REGISTRATION**

1. The Participants can register through multiple entry points (a) micro-site of the Contest **myfanmyhero.setindia.com** (“**Micro Site**”), branded booths at malls and multiplexes, retail chains, Mobile Vans – which will move across cities in India and various other touch points.
2. The Participants shall fill a registration form in which they need to disclose personal details like name, age, address, contact number, 200 words description of why they think they are the biggest fan of their respective Celebrity, details of the things they will carry at the Auditions to prove that they are the biggest fan of such Celebrity.
3. The Participants registering on the Micro-site shall choose their own Audition venue from the list provided below in Section C below – Auditions. Where the Participants appear in person for Registration, the Audition details will be told to the Participant at the time of handing over the registration form.

4. NRI's will necessarily have to fill the online registration form on the Micro Site and will have to upload videos of why they think they are the biggest fan of their chosen celebrity. No other form of submission will be accepted from NRI's.

### **C. AUDITIONS**

1. The Auditions shall take place in the following 12 cities from October 31, 2009 through November 8, 2009:
  - (a) October 31, 2009: Lucknow and Nagpur
  - (b) November 2, 2009: Hyderabad, Delhi and Indore
  - (c) November 4, 2009: Ahmedabad, Kolkatta and Jaipur
  - (d) November 6, 2009: Ludhiana, Pune and Mumbai
  - (e) November 8, 2009: Chennai
2. The aforementioned dates of Auditions are subject to change and neither MSM nor Producer shall be liable to any of the Participants for the change of any of these dates. The venue of Auditions in each of the aforementioned cities shall be published on the Micro Site and conveyed to the Participants by Producer at the time of handing over their Registrations. The Participants are advised to check the Micro Site for changes, updates and information on the Contest.
3. At the venue of each Audition centre, the Participants shall show up with the proof of their Registration and the videos, tapes, pictures, albums, letters and any thing which they believe will bolster their claim of being the biggest fans of their Celebrities as further substantiated in Clause 4 of Section A.
4. Each Participant will get an opportunity to show-case with the help of the aforementioned materials why he/she think that they are the biggest fans of their chosen Celebrity.
5. In the event any Participant fails to show up on the Audition date and at the Audition venue, Producer in its sole discretion may, upon the request of such Participant, allow him/her to show up on an another Audition date in a different Audition city.
6. All costs including, without any limitation, travelling, boarding and lodging, food etc. shall be borne by the Participant and neither MSM nor Producer is liable for reimbursement of such expenses if the Participant is not shortlisted for the next round.

### **D. SHORT – LISTING**

1. After the Auditions, few selected Participants of each Celebrity, claiming to be the biggest fans, shall be invited to Mumbai (maximum for a period of 2 days which can be extended by the Producer in its sole discretion) tentatively between November 16, 2009 and November 19, 2009 for selection of the top three fans of each Celebrity.
2. Those short-listed will be intimated by the Producer and they would have to come to Mumbai at their own expense for selection as one of the top three fans of each Celebrity.
3. The Selected Participants (except Non Resident Indians) shall be reimbursed by the Producer, during their course of their stay in Mumbai, a return AC III tier train fare on actual.
4. The Producer shall further provide accommodation in a reasonable hotel on twin sharing basis. If the selected Participants choose to stay in a different hotel/accommodation, Producer shall not be liable to reimburse such expenses incurred by the selected Participants.
5. The Producer shall also provide transportation from the Producer provided hotel to the venue of the auditions for selection of top three fans of each celebrity.

6. Failing to come to Mumbai for final selection of top three fans of each Celebrity shall invalidate the entry of such short-listed Participant and neither Producer nor MSM shall entertain any requests to consider such short-listed entry thereafter.

#### **E. GENERAL TERMS AND CONDITIONS**

1. Producer on behalf of MSM shall have the right to film the entire process of Registration, Auditions, any further rounds of selection/auditions along with the participation, appearance, and interview and telecast on MSM's network of channels ("**Recordings**"), and all the copyrights in such Recordings shall be owned by MSM and/or its affiliates in perpetuity through out the world across all forms of media now known or hence forth devised.
2. All entries become the property of MSM and any videos, tapes and other material submitted with such entries will not be returned.
3. Participants do not have any ongoing medical history or psychological problems.
4. Participants confirm that they do not have any existing contractual obligation which restricts them to participate in the Contest and filmed in Recordings.
5. All decisions of MSM/Producer in Auditions and any further rounds of selection shall be considered full and final and no queries/requests shall be entertained.
6. Participants agree that they shall indemnify, defend and hold harmless Producer and MSM their directors, employees, officers or representatives in connection with the their entry in Contest and/or any claims or alleged claims on the authenticity of the personal details furnished and the claims to be the biggest fan of their chosen Celebrity. Participants shall also not 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 Producer or MSM and/or the sponsors to claim any damages or reliefs.
7. Neither MSM nor Producer is responsible for any errors or omissions in the information provided herein or on the Micro Site or anywhere else. All information provided for the Contest is provided "as is" without warranty of any kind. Neither MSM nor Producer makes any representations and disclaims all express, implied, and statutory warranties of any kind to you and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
8. MSM and/or Producer and their directors, employees, officers, affiliates or subsidiaries shall have no liability in tort, contract, or otherwise (and as permitted by law, product liability), to you/user and/or any third party.
9. Participants agree to fully indemnify and to agree to keep MSM and Producer fully indemnified at all times against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities howsoever incurred by MSM in consequence of the exploitation of Recordings.
10. Under no circumstance shall MSM and/or Producer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participants and/or any third party for any entry lost in transit and/or lost opportunity and/or misappropriation of any kind, in indirect, special, consequential, incidental, or punitive damages whatsoever
11. MSM reserves the right to cancel/ postpone/ stop/ terminate the Contest, and/or make any amendments to the existing Terms and Conditions of the Contest contained herein, without prior notice and in its sole discretion.
12. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to this Contest are subject to the exclusive jurisdiction of the courts at Mumbai only.
13. Making/Sending an entry for Contest will signify unconditional acceptance of these Terms and Conditions.

14. Participants agree that they had all possible means to seek clarifications from the Channel with regard to Contest, Recordings, and/or the terms and conditions as contained herein by contacting the following: [feedback@setindia.com](mailto:feedback@setindia.com)

### **SCHEDULE A**

#### **List of Celebrities** (Choose one from the list)

1. Amitabh Bachchan
2. Shah Rukh Khan
3. Akshay Kumar
4. Hrithik Roshan
5. Salman Khan
6. John Abraham
7. Shahid Kapoor
8. Sanjay Dutt
9. Ranbir Kapoor
10. Dharmendra
11. A R Rahman
12. Lata Mangeshkar
13. Rani Mukerjee
14. Kajol
15. Deepika Padukone
16. Katrina Kaif
17. Kareena Kapoor
18. Priyanka Chopra
19. Bipasha Basu
20. Preity Zinta