

NEXA MUSIC LABS – TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern the terms of your Participation in the contest titled, “NEXA Music LABS” (“Contest”).

The Contest is proposed to be exhibited on the internet and hosted on www.nexamusic.com and sourced from YouTube, a platform owned and operated by Google LLC and/or its affiliates (“Exhibitor”) on a channel tentatively titled “NEXA Music” (“YouTube Channel”), created, controlled and owned by **Maruti Suzuki India Limited** (“Owner”) and managed by **Qyuki Digital Media Private Limited** (“Qyuki”). The purpose of the Contest, Qyuki shall shortlist all the contestants by conducting an online audition in the manner set out below (“Auditions”).

Please read these Terms very carefully. By submitting an Audition Entry (defined below) for the Auditions, you represent that you have read these Terms and agree to be bound by the same and all terms incorporated by reference. You further represent and warrant that you are at least 13 (thirteen) years of age. If you do not agree with all of the use requirements and restrictions described herein, you should refrain from participating in the Contest.

ELIGIBILITY FOR PARTICIPATION IN THE AUDITIONS

- Entry for the Contest is open to all individuals who are residents of India who are aged at least 18 (eighteen) years or over as of 16th January 2019 (“Participants”). If the Participant is under the age of 18 (eighteen) years but above 13 (Thirteen) years, the Participant must accept the present Terms and participate in the Contest through his/her parent or legal guardian. Qyuki reserves the right to request for sufficient documentary proof to establish that the Participant meets the aforesaid eligibility criteria. No person below the age of 13 (Thirteen) years is permitted to participate in this Contest.
- No Participant who is, in any manner connected and/or associated with the Owner, Qyuki, Exhibitor or sponsors of the Contest will be permitted to participate in the Contest. Accordingly, any management personnel of the Owner, Qyuki, employees, directors and contractors of Qyuki or the Owner, the Exhibitor, any sponsors of the Contest, partners, its related entities and other agencies, firms or companies associated with the promotion (including suppliers of jobs); and business associates involved in any part of the administration and execution of Contest and their relative(s), including a spouse, de-facto spouse, parent, guardian, child or sibling of the former are expressly ineligible from participating in the Contest.
- In order to submit to the Audition for participating in the Contest, the Participant must create a music entry audio/ video at the Participant’s sole cost and strictly in accordance with these Terms (“Audition Entry”) by either ways:
 - In the event, the Participant already has an audio/ video of his/ her original music piece either on SoundCloud/ YouTube and is willing to get such audio/ video published on nexamusic.com, the Participant can directly click on “participate” on the website, paste the YouTube link / SoundCloud link and submit. Once the entry is verified by Qyuki, the Audition Entry will be published on the website.
 - Alternatively, Participants can email their entries to nexamusicauditions@gmail.com & nexamusichunt@qyuki.com with the subject line “NEXA Music | Auditions”. The email shall contain the Participant’s name, email id, phone number and the YouTube link/ SoundCloud link or an mp3 , wav format audio file (under 5mb) as an attachment to the email.

- The Participant(s) should be of sound mind and health and must not be disqualified by law or have any criminal record.
- The Participant can submit multiple entries for the Contest by submitting multiple audios/ videos in accordance with the specifications mentioned herein.
- The registrations shall commence from January 16, 2019 and shall be open until February 28, 2019 (“Registration Period”).
- For registration, the Participant(s) must follow the detailed mechanism set out below in these Terms.
- Once the Audition Entry has been submitted in accordance with these Terms, the Participant will be considered to have successfully registered for the Audition.

AUDITION ENTRY SPECIFICATIONS:

- The genre of music to be used in the Audition Entry is not limited to Contemporary, Pop, Jazz, Fusion etc. However, any usage of electronic dance music (EDM), animal or translations of existing songs/ music is strictly prohibited.
- Entry for the Contest is open to all individuals who are residents of India who are aged at least 18 (eighteen) years or over as of 16th January 2019 (“Participants”). If the Participant is under the age of 18 (eighteen) years but above 13 (Thirteen) years, the Participant must accept the present Terms and participate in the Contest through his/her parent or legal guardian. Qyuki reserves the right to request for sufficient documentary proof to establish that the Participant meets the aforesaid eligibility criteria. No person below the age of 13 (Thirteen) years is permitted to participate in this Contest.
- The Participants must have all required equipment for shooting and editing the Audition Entry at their sole costs.
- All Participants wishing to submit an Audition Entry in the audio format must submit the audio via soundcloud.com and video entries to be submitted on YouTube via unlisted links. The Participant must name the Audition Entry as follows: “NEXA Music | Audition Entry | Participant Name
- The URL link of the Audition Entry of the Participant on YouTube must be submitted along with other details set out in the registration form on the official entry link of the Contest accessible at nexamusic.com
- Audition Entries can also be sent via email nexamusicauditions@gmail.com & nexamusichunt@qyuki.com with the subject line “NEXA Music | Auditions”. The email shall contain the Participant’s name, email id, phone number and the YouTube link/ SoundCloud link or an mp3, wav format audio file (under 5mb) as an attachment.
- The Audition Entry must consist of the Participant himself/herself singing clearly and must consist of only the Participant and no other member. No humming is allowed.
- The Audition Entry must, at all times, be in strict conformity with YouTube’s Terms of Service (available at <http://www.youtube.com/t/terms>) and Community Guidelines (available at

http://www.youtube.com/t/community_guidelines) and the Participant expressly agrees, acknowledges and confirms that he/she shall strictly adhere to the same.

- The Participant must fill their Name, E-mail address and other details requested for in the registration form prior to submitting the Audition Entry. The Participant must ensure such a registration form is duly filled in English language, where it is necessary to fill the same and submit it within the Registration Period as mentioned on nexamusic.com.
- The Audition Entry must also strictly conform to the following requirements, which shall, at all times, be determined by Qyuki in its sole discretion:
 - The Audition Entry including all elements contained therein must belong to the Participant and not to any other person i.e. it must be original and should not have been previously published or communicated to the public through any platform/ mode/ medium or format;
 - The Audition Entry must NOT contain material which is sexually explicit or suggestive, obscene, pornographic, violent (for example, relating to murder, weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (for example, underage drinking, substance abuse, computer hacking, etc.), endorse any form of hate or a hate group, offensive, threatening, profane or harassing;
 - The Audition Entry must NOT promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promote any activity that may appear unsafe or dangerous, promote hunting or gambling or cruelty to animals or humans;
 - The Audition Entry must NOT contain derogatory references to the Owner, Qyuki, the Exhibitor, the sponsors and/or its affiliates, licensees, assigns and/or designees, etc and shall not defame, misrepresent or contain disparaging remarks about other people or companies, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
 - The Audition Entry must NOT include any third party trademarks, logos, insignia, location signage, trade dress (such as distinctive packaging or building exteriors/interiors), or any overt company or product branding (including URLs);
 - The Audition Entry must NOT contain a video that has already been submitted by the entrant in another entry or otherwise appears to duplicate any other submitted entries, as determined in Qyuki's sole discretion;
 - The Audition Entry must NOT insult/defame religious figures/scriptures or is likely to incite violence on basis of religion;
 - The Audition Entry must NOT promote disharmony or enmity on the basis of religion, race, place of birth, language, caste, or community;
 - The Audition Entry must NOT include burning or defacing effigies (religious scriptures, pictures);
 - The Audition Entry must NOT include seditious content against state;
 - The Audition Entry must NOT dishonor the National Flag of India or the Constitution of India including images depicting burning, defacing, mutilating or destroying the flag;
 - The Audition Entry must NOT contain criticism of friendly countries;
 - The Audition Entry must NOT contain anything obscene, defamatory, deliberate, false and suggestive innuendos and half truths;
 - The Audition Entry must NOT include content that is likely to encourage or incite violence or contains anything against maintenance of law and order or which promote anti-national attitudes;
 - The Audition Entry must NOT contain anything amounting to contempt of court;

- The Audition Entry must NOT criticise, malign or slander any individual in person or certain groups, segments of social, public and moral life of the country.
- Indulgence in the above activity/ies shall result in termination of the entry and a permanent ban from entering or participating in the Contest.
- Submission of an Audition Entry does not, in any manner, guarantee further progress into the evaluation phase of the Contest.

FORMAT OF THE CONTEST:

- **Moderation of the Audition Entries:** The following parameters along with any other parameters deemed fit by the Jury and/or Promoter will be taken into consideration in the moderation process at their sole discretion:
 - All mandatory fields during the application/registration stage were completed;
 - The Participant's name as provided during the registration stage must not contain any abusive or offensive content or any name restricted by statute;
 - The title, description/reason for entries and/or the associated video/picture/document do not contain any abusive or immoral or offensive content or anything restricted by statute and/or contrary to these Terms.
 - All Participants are also advised to refrain from the following: creating multiple accounts and/or making multiple submissions and shall further not make any communication, upload content in form of video/ images/ text etc. on any website pertaining to the Contest, if available, or in relation to the Contest in any manner whatsoever which shall be grossly harmful, posting promotional content or spam content, shortened URL's, abusive, sentiments and other derogatory remarks, harassing, blasphemous, defamatory, obscene, invasive of another's privacy, hateful, racially or ethnically objectionable or otherwise unlawful in any manner.
- **Shortlisting:**
 - A total of 24 (Twenty Four) Audition Entries will be shortlisted ("**LAB Winners**") on the basis of the quality & creativity of the submitted Audition Entry by a jury selected by the Owner and Qyuki and hereinafter referred to as "**Jury**". The Jury will constitute of reputed musicians, music arrangers, producers and music coaches at the discretion of the Owner/ Qyuki. The decision of the Jury is final and binding, and not subject to any dispute or challenge.
 - Only a shortlisted Participant will be contacted by the Owner/ Qyuki and/or its representatives. If the Participant has not been selected, there will be no communication of this decision by any form of communication, including email.
 - The list of shortlisted Participants will be sent an email acknowledgement with further terms and conditions, which will be accepted by such shortlisted Participants within 72 (seventy two) hours of receipt of the email.
 - In the event that the Owner/ Qyuki/its representatives cannot, for any reason whatsoever, obtain the shortlisted Participant's acceptance within forty eight (48) hours of intimation of same, Qyuki reserves the right to cancel the selection of such shortlisted Participant, at their sole discretion.
 - The Participants will be evaluated by the Jury on numerous parameters, at their sole discretion, including, but not limited to, the following parameters: Authenticity of the Participant, Intonation (Tone Quality & Pitch), Tone (pleasing to the ear), Vocal Technique & Control (articulation, rhythmic accuracy voice flexibility, range &

breath control), Enunciation & Diction (clear enunciation & ability to communicate the feeling of the song & lyrics), Musicianship (complete execution of the song with an effective musical result & any use of instrument or musical adaptations or creative use of musical pieces or rhythm or tempo or effective additions of any kind) and/or Aesthetic Value of the performance piece beyond the technical aspects.

- The LAB Winners hereby expressly agree and acknowledge that their shortlisting shall be subject to their acceptance to provide exclusive services (and not participate in any other audio-visual program, TV contest, radio contest, live and/or recorded, on-line content or ground event) to the Owner/ Qyuki and/or any other third party and undertake to execute such documents, declarations etc. as may be required by the Owner/Qyuki in connection to the same.
- The LAB Winners expressly agree that all intellectual property rights in the Audition Entrys (excluding underlying works therein, which shall at all times be retained by the LAB Winners) shall vest with the Owner/ Qyuki. The Owner/ Qyuki shall have all rights, title and interest to exploit the Audition Entrys in all media now known and their updated versions.

● **Winners:**

- Out of the aforesaid shortlisted LAB Winners, the Owner/ Qyuki and/ or its representatives will select 4(Four) winners (“**Winners**”) who will stand a chance to perform in the Nexa Music i.e. the YouTube Channel where they will perform on original songs created and composed by Clinton Cerejo or A. R. Rahman.
 - Winners shall also feature in the audio-visual of the song produced by the Owner/ Qyuki and thus agree to make themselves available at the studio for recording and/or dubbing/ performing at such time and location as determined by the Owner/ Qyuki and as communicated to the Winners.
- All announcements pertaining to the Contest will be made available on the following link: www.nexamusic.com
 - Additional information pertaining to the Contest may be present on sponsor websites, social media, email communication and online advertisements.
- Qyuki may, at their sole discretion, curtail or extend the Registration Period and/or any other timelines pertaining to the Contest for such period as they deem necessary.
- The decision of the Jury in relation to any and all selections and/or eliminations pertaining to the Contest will, at all times, be final and binding, and not subject to any dispute or challenge.

TERMS AND CONDITIONS

- Each Participant must submit their complete Audition Entry during the Registration Period in order to qualify as an entrant in the Contest;
- Participants should ensure the accuracy of the information provided by them at the time of entering the Auditions. All personal details and information requested by and supplied to the Owner/ Qyuki must be truthful, accurate and in no way misleading. The Owner/ Qyuki reserves the right to disqualify any Participant(s) from the Auditions in its sole discretion, should the Participant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information. The Owner/ Qyuki has the right to share the contact details of the shortlisted candidates to the sponsors and partners of the Contest for the purpose of promotion of the Contest;
- Before the Participant enters into the Contest, he/she will be allowed to continue only after they expressly agree and consent to abide by these Terms, the official rules and the Privacy

and Data Capture Policy (accessible at nexamusic.com). If these terms are not agreeable, please do not enter the Contest.

- By submitting the Audition Entry, the Participant accepts the full terms and conditions of the Contest and in addition, grants the Owner/ Qyuki the full permission to freely use such Audition Entry and/or parts thereof as appropriate including, for cross-posting on other social media channels, the Owner/ Qyuki's websites and use by the Owner/ Qyuki's partners, or any other use deemed fit by the Owner/ Qyuki. The Owner/ Qyuki will have the right to freely use the video material;
- Entry into the Contest is also deemed as acceptance of these Terms which can be viewed at nexamusic.com
- An incomplete or incorrect entry form by a Participant or any entry that violates these Terms shall be rejected, without assigning any reasons. The Owner/ Qyuki further also reserves its right to reject any entry without assigning any reason thereof. Any decision taken in this regard shall be final and binding, and not subject to any dispute or challenge;
- After the Participant is shortlisted, he/she may be required to sign certain documents provided by the Owner/ Qyuki, as the case may be, which shall release the Owner/ Qyuki of all liability. Failure to complete and sign any documents requested by the Owner/ Qyuki may result in disqualification of the Participant;
- All decisions of the Owner/ Qyuki in connection with the Contest, including, but not limited to, in relation to short listing, disqualification, winners, etc are final and binding on the Participants and no correspondence or communication shall be entertained in this regard;
- Mere participation/submission of an Audition Entry in the Auditions does not entitle the Participant to get shortlisted;
- The Owner/ Qyuki may refuse to shortlist a Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Auditions under these Terms;
- The selection of Participant and/or any prize awarded hereunder are not transferable, assignable or exchangeable for cash equivalent;
- In case the Participant is found to be in violation of any and all rules of the Terms mentioned herein, the Owner/ Qyuki and/or Exhibitor reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Participant disqualified;
- The Owner/ Qyuki has the right to amend (add, delete or modify) these Terms governing the Contest, prospectively or retrospectively, at its discretion and without prior notice;
- By participating in the Auditions, the Participant(s) agrees to such amended terms;
- The Owner/ Qyuki reserves the right to disqualify any Participant(s) if it has reasonable grounds to believe that the Participant(s) has breached any of these Terms;
- The Owner/ Qyuki or the Exhibitor are not responsible for any errors or omissions in the Terms contained herein. All information provided in these Terms are provided "as is" without warranty of any kind. The Owner/ Qyuki makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant(s) and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability or fitness for any particular purpose;
- Under no circumstance shall the Owner/Qyuki, the Exhibitor, the sponsors and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant(s) and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever;
- The Participant(s) specifically agrees not to file in person/ and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Owner/Qyuki, the Exhibitor, sponsors their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest;
- The Owner/ Qyuki does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participant(s) or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of the Audition Entry of a Participant(s) at any stage of the Auditions;

- Non-conformance to the Terms by any Participant(s) will result in immediate disqualification of the Participant(s) from participation in the Contest;
- The Owner/ Qyuki reserves the right to withdraw or discontinue and/or terminate the Auditions at any stage without prior notice and without any liability whatsoever to the Participant(s);
- The Owner/ Qyuki and Exhibitor shall not be responsible for any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive Audition Entries owing to transmission failures or due to any technical reasons;
- The Owner/ Qyuki has the right to reject posting of the Audition Entries on any platform, including YouTube, if The Owner/ Qyuki, in their sole discretion, determine that such Audition Entry is inappropriate or for any other subjective reason such as, not meeting its creative standards, not clear, video being blank, or that the video does not meet the standard set out herein;
- Once uploaded and published, the Participant(s) are not allowed to request for removal, editing or altering the Audition Entry in any manner whatsoever.
- All Audition Entries shall be internally evaluated and selected by the Owner /Qyuki's creative team/ the Jury. The Owner/ Qyuki is not liable to disclose its scoring / selection process and will not entertain any questions with respect to the same.
- The Owner/ Qyuki or the Exhibitor will not be responsible for the Audition Entries that have been lost due to traffic, service breakdown at the end of the internet service provider, or the closure of the registration portal while the registration is in progress. The Participant acknowledges and agrees that the Owner/ Qyuki, the Exhibitor, their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: incomplete, lost, late, misdirected, or illegible submissions or for failure to receive submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Owner/ Qyuki, Exhibitor or otherwise, that may limit a Participant's ability to participate in the online registration. The Participant undertakes and declares that for participating in the Contest,he/she shall not use any unauthorized or pirated software/ content. Non-compliance of this provision shall result into forthwith disqualification of the Participant from the Contest.
- Any attempt to deliberately damage or undermine the legitimate operation of this online registration process and/or the production and/or exploitation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, the Owner/ Qyuki reserves the right to seek damages to the fullest extent of the law;
- The Owner/ Qyuki shall be under no obligation to select all or any of the Participant(s) and shall have the absolute and sole discretion to select such Participant (s) as it deems fit for the purpose of the Contest.
- By agreeing to the present Terms, Participant (s) waive their right to object to the selection process of the Owner/ Qyuki or to file a claim against the Owner/Qyuki.
- The Owner/ Qyuki shall be entitled to verify the Audition Entrys or seek for such proof from the Participant(s) as shall be necessary in respect of the entries at any time as the Owner/ Qyuki shall deem necessary;
- The Owner/ Qyuki has the right at any time to require proof of identity and/or eligibility. Any failure to provide such proof within a reasonable time could result in disqualification from the Auditions.
- Further, the Participant shall not reveal or disclose any information relating to the Owner/ Qyuki or the Auditions or the Contest or weekly challenges assigned including but not limited to further rounds of the Contest, the identity of the participants, shortlisted contestants, winners of the Auditions or any other information in relation to the Contest. Further, they will not speak to and/or communicate in any manner with anybody including but not limited to the press, media etc., in connection to this Audition(s) and/or the Contest. They clearly understand that such confidentiality of information is the key to the Owner/ Qyuki's strategy including the marketing strategy, surrounding the Contest and that any disclosure and/or

breach of the terms of the confidentiality would constitute a breach and the Owner/ Qyuki shall have the right to take such action against them and the person who have accompanied them, as the Owner/ Qyuki deems fit. They shall indemnify and keep indemnified the the Owner/Qyuki, the Exhibitor and/or any of its representatives in connection to any losses, monetary and/or of goodwill, claims, damages, litigation, legal notices or any adverse claims whatsoever, incurred, suffered in connection therewith. In addition to the foregoing, if they are found to disclose any information to any third party, the Owner/ Qyuki shall have the unrestricted right to immediately disqualify them from participating in the Contest and in addition to other remedies available to Promoter and the Exhibitor at law, they shall also be liable to pay monetary damages to the Owner/ Qyuki and Exhibitor, as deemed fit by the Owner/Qyuki and Exhibitor.

MISCELLANEOUS

- All submissions are governed by YouTube's Terms of Service (available at <http://www.youtube.com/t/terms>) and Community Guidelines (available at http://www.youtube.com/t/community_guidelines). Re-iterating points 6B and 6C of YouTube's Terms of Service (available at <http://www.youtube.com/t/terms>), the Participant shall be solely responsible for their own Content (as defined in YouTube's Terms of Service) and the consequences of submitting and publishing their Content on the Service. By accepting these Terms, the Participants affirm, represent, and warrant that they own or have the necessary licenses, rights, consents, and permissions to publish Content they submit; and they license to the Owner/ Qyuki all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms.
- Any rights in respect of the Content not specifically granted herein shall be deemed to have been reserved by the Owner/Qyuki.
- All of the Talent's services, including the Performance in the Song Video, footage of promotional videos and any results and proceeds from those contributions (collectively, the "**Materials**"), will be considered to have been specially ordered or commissioned by the Owner/ Qyuki or constituting a "work for hire/commissioned work" under and as defined in the Act.
- The Participants hereby grant to the Owner/ Qyuki, for the Term of this Agreement, on a worldwide basis, a limited right use the trademarks of the Brand, for the creation of the Song and/or the Song Video and/or for any other promotion of the Property, Brand as per the terms of this Agreement. It is clarified that the word mark NEXA shall be used as per the standards specified and prescribed by the Company in writing.
- Participants shall retain all rights to their performance on the said Contest. However, the LAB Winners expressly agree that all intellectual property rights in the masters of the Audition Entries submitted(excluding underlying works therein, which shall at all times be retained by the LAB Winners) shall vest with the Owner/ Qyuki.
- In consideration of giving an opportunity to participate in the Contest, the Participant confirms and acknowledges that Qyuki owns a worldwide, irrevocable, exclusive, royalty-free, sub-licenseable and freely transferable license to use, reproduce, distribute, prepare derivative works of, display, publish, adapt, reformat, translate, make available online or electronically transmit, and perform the Audition Entries and/or Content (as defined in YouTube's Terms of Service) in connection with the Service and/or the Contest and Qyuki's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Contest and/or the Service (and derivative works thereof) in any media formats and through any media channels and all advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights, including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through

which Qyuki may distribute the Contest to end users, whether now existing or hereafter developed (together, the "Platforms"), without accounting, notification, credit or other obligation to the Participants.

- Further by agreeing to these Terms the Participant represents and warrants that his or her participation in the Contest (if any) and the use of the Audition Entry and/or any other materials shared by the Participant will not violate or infringe upon any rights of any third party and will not cause the Participant to be in breach or violation of any agreements to which the Participant is a party (including, but not limited to, any third party agreement), or be subject to any claim against the Owner/ Qyuki, the Exhibitor or any third party for fees or commissions by anyone including any agent or representative of the Participant.
- The Owner/ Qyuki or Exhibitor will not be liable or held responsible in case of any disputes / copyright issues with respect to the Audition Entries uploaded by the Participant(s). The Participant(s) understands that whether or not such Audition Entries are published, the Owner/ Qyuki does not guarantee any confidentiality with respect to any submissions.
- By accepting these Terms, the Participant acknowledges that YouTube is the platform partner for the Contest and accordingly, submissions and other materials such as the Audition Entry and recordings of rehearsals for the Contest, and/or the actual production of the Contest will be published on YouTube at the discretion of the Owner/ Qyuki. The Participant further agrees that the Exhibitor is not a producer or a sponsor of the Contest, or any aspect of the Contest, and is an intended third party beneficiary, subject to any terms between the Exhibitor and Promoter, of the Participant's representations, warranties, covenants and the benefits but not the obligations under these Terms. The Participant also acknowledges, agrees that the Exhibitor is not responsible or liable for any and all aspects of the Contest, including these Terms.
- These submissions can also be published on other social media channels and embedded on the campaign website as well. The Owner/ Qyuki, Exhibitor, Sponsors, its partners are entitled to use, communicate to the public, broadcast, publish and distribute all photos, written text and any other form of communication pertaining to the Audition Entry and/or the Participant across all media in order to promote the Contest. The Owner/ Qyuki shall also have undisputed right to use the Audition Entries uploaded by the Participant and to cut / edit / alter the same to suit its use in promotion of the Contest and / or post it on any Platform or any medium in any manner now known or hereinafter invented, without the approval of the Participant. Uploading the Audition Entry by the Owner/ Qyuki on any Platform will in no case be the indicator of selection of the Participant in the Contest.
- TO THE MAXIMUM EXTENT PERMISSIBLE BY THE APPLICABLE LAWS, AND IN NO EVENT, WILL THE OWNER, QYUKI, EXHIBITOR AND/OR ITS AFFILIATES BE LIABLE TO THE PARTICIPANT FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH HIS/HER PARTICIPATION IN THE CONTEST, WHETHER THE DAMAGES ARE FORESEEABLE AND/OR WHETHER OR NOT QYUKI OR THE EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IF THE PARTICIPANT IS DISSATISFIED WITH THE AUDITIONS OR THE FORMAT OF THE CONTEST AND/OR THE CONTEST, OR THESE TERMS, THE PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY IS CEASE FROM PARTICIPATING IN THE CONTEST.
- Any breach or default of any of these Terms shall result in immediate disqualification of the defaulting Participant without any further notice and the Owner/ Qyuki shall be free to take such other action as is deemed necessary by the Owner/Qyuki against any such breach.
- The Participant undertakes to indemnify and keep the Owner/ Qyuki, the Exhibitor, the sponsors and/or partners of the Contest and their associates and alliance partners harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or

suffered by the Owner/ Qyuki, the Exhibitor and their associates and partners due to breach of any Terms contained herein by the Participant and/or infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of a third party by the Participant and, or, arising from the participation of the Participant in the Contest.

- The Participants shall, at all times, abide by all applicable laws in connection with their participation in the Contest including, but not limited to, the cyber laws applicable in India, and shall take the responsibility / liability for any breach on his/ her part.
- Each Participant must ensure that his / her participation in the Contest is lawful and is in accordance with the applicable laws and these Terms. The Owner/ Qyuki may, at its sole discretion, cancel the application and/or selection of the Participant without any notice to the Participant where any violation is brought to its notice. No compensation / damages shall be payable by the Owner/ Qyuki in any manner whatsoever.
- The Participants agree to allow the Owner/ Qyuki to collect, use, process and transfer their personal information (including images, videos, recorded voice, etc. featuring Participants) as a part of the Contest and all such information shall be used in accordance with the Privacy Policy accessible at nexamusic.com
- The Participant further allows the Owner/ Qyuki and its associates to simulate their voice, emulate their appearance and undertake similar activities for and in connection with exploiting, promoting, advertising and/or marketing the Contest. In consideration of giving an opportunity to participate in the Contest, the Participant hereby grant to the Owner/ Qyuki and their affiliates and partners a royalty-free, non-exclusive, perpetual worldwide license to copy, modify and otherwise use and distribute the online content (including but not limited to any and all images, videos, statements, interviews, etc) independently created by them during the Contest in any and all media. the Owner/ Qyuki shall also be free to use any ideas, concepts, know-how or techniques contained in such contents, submissions or materials for advertising and media purposes.
- The Owner/ Qyuki does not make any commitment, express or implied, to respond to any feedback, suggestion and/or queries of the Participant or furnish reasons for inclusion and/or exclusion of any particular submission of the Participant at any stage of the Contest / its promotion.
- No part of a prize is exchangeable for cash or any other prize. Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including, insurance and incidental costs, that may be levied or incurred on the prizes awarded hereunder shall be fully borne by the selected Participant and all such prizes shall be subject to deduction of applicable withholding taxes, if applicable.
- At any time during the Registration Period and/or the subsistence of the Contest, without any notice to the Participant, and without assigning any reasons, the Owner/ Qyuki reserves the right to change / modify these Terms at their sole discretion. Any such change will be displayed on nexamusic.com
- The Owner/ Qyuki also reserves the right to withdraw or discontinue the Contest and/or the Auditions at any stage without any liability whatsoever to the Participant and/or any party.
- The Owner/ Qyuki may, at its sole discretion, assign any or all of their rights accrued to them hereunder to any third Party without any notice to the Participants.
- The Owner/ Qyuki shall not be held liable for any delay in performing or partial or total failure to perform any of their obligations to the winners under these Terms if such delay or failure is caused by circumstances beyond the reasonable control of the Owner/ Qyuki such as but not limited to, acts of God, Civil or military authority, acts of the public enemy, threat of war, declared war, undeclared war, war riots, actual or threatened terrorist activity, acts of terrorism, terrorism, hostilities civil disturbances, insurrections, industrial dispute, strikes, accidents, explosions, fires, earthquakes, volcanic ashes, floods, transportation embargoes, epidemics, diseases, acts of government, its agencies or officers, or any other legitimate cause.
- Should one or more provisions of these Terms be found to be unlawful, void or unenforceable, such provision(s) shall be deemed severable and will not affect the validity

and/or enforceability of the remaining provisions of these Terms, which will remain in full force and effect.

- The Owner/ Qyuki's failure or delay to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect the Owner/ Qyuki's right to later enforce or exercise it.
- These Terms shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to these Terms and/or the Contest are subject to the jurisdiction of the Courts at Mumbai only.
- Any queries with regard to the Contest can be sent to nexamusichunt@qyuki.com