

TERMS AND CONDITIONS

TERMS & CONDITIONS GOVERNING PARTICIPATION IN THE AUDITION OF THE PROPOSED MUSICAL SHOW

I. Definitions

“Audition” shall mean and imply the process of shortlisting artistes for the Proposed Musical Show “Show” by screening participants in different stages including on-ground auditions and such other rounds of auditions, as may be decided by Wizcraft at its sole discretion, and to be conducted on various dates and at different locations.

“Entrant/s” shall mean the person/s who validly submits his/her entry for the audition.

“Parties” shall mean Wizcraft, its affiliates, partners, advertising agencies, subcontractors or any other third parties engaged by Wizcraft.

“Selected Participant/s” shall mean the entrant/s, who have been shortlisted by Wizcraft for the on-ground audition based on the valid entry submitted on the website;

“Show” shall mean the proposed musical show to be created by Wizcraft and finally staged in Dubai by Bollywood Parks Dubai .

“Valid Entry/s” shall mean a complete and right set of documents and information provided by an entrant for Wizcraft’s review and examination along with video/s;

“Video” shall mean a show reel featuring any previous work by the entrant;

“Workshop/s” shall mean sessions conducted by Wizcraft for improvement and grooming of the selected participants/performers.

“Website” shall mean the website located at the URL (Uniform Resources Locator) auditions.wizcraftworld.com

II. Entry procedure for Online Registration

1. Promotions for audition will be advertised through various mediums in India and Dubai.
2. Registration for auditions shall start from time of announcement and will remain open till 22nd November, 2015 midnight.
3. Registration process involves filling the registration form on the website and attaching a link of the entrant’s video/s.
4. An entrant registering online may provide a URL to a video which the entrant has uploaded on his/her own publicly available media channel or social media page.
5. Video uploaded should be original and should not violate copyrights or other intellectual property rights of any other owner.
6. Entrant will be solely responsible for any violations of intellectual property rights, if any. Wizcraft will not be liable or held responsible in case of any dispute arising with respect to the video uploaded.

7. Upon submission of the video in the aforesaid manner, entrants hereby represent and warrant that:
 - a. The video features the solo performance of the entrant
 - b. The video shall not contain any material that is pornographic, obscene or discriminatory (including without limitation racial, gender related or religious slurs) and/or constituting statements of hatred or statements designed to incite violence, or threats to cause bodily harm, or any illegal or unlawful content, or content that is known to be false or misleading.
 - c. The entrant shall be solely responsible for compliance with the terms of use of any website on which the entrant has uploaded his/her video, and whose link is provided to Wizcraft.
 - d. The video does not contain any content that promotes commercial products and/or services of any party.
 - e. The video does not contain any content that gains or would gain access to any other person's computer, software, or data or otherwise threaten another person's privacy, without the knowledge and consent of such person or otherwise contains destructive code.
 - f. Entrants shall not post any information that identifies any third party(ies) on the website without the prior consent of such third party(ies)

III. On –Ground Auditions

1. Wizcraft will shortlist participants from the set of valid entries.
2. The selected participant/s shall be informed by Wizcraft via telephone and/or email about the date, time, location and venue for an on-ground Audition. The location of this audition may be Bengaluru, Delhi, Kolkata, Mumbai, Dubai or such other place as may be determined by Wizcraft.
3. Wizcraft reserves the right to conduct multiple rounds of auditions. The subsequent rounds may be conducted in Dubai, Bengaluru, Delhi, Kolkata, Mumbai or such other places as may be determined by Wizcraft.
4. Wizcraft reserves the right (but shall be under no obligation) to conduct auditions in additional cities and/or reduce the number of cities in which the auditions are proposed to be conducted.
5. Wizcraft shall endeavor to provide a slot of audition to a selected participant/s at a city closest to the home city of a selected participant/s, such venue shall be determined by Wizcraft at its sole discretion.
6. Selected Participant/s shall be required to fill in a registration form and execute such documentation as required by Wizcraft before proceeding with the on-ground audition.
7. Selected participant/s will be required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality for review purposes, 3 (three) passport size photographs and such other documentation as desired by Wizcraft.
8. The judges appointed by Wizcraft may at their sole discretion select a certain number of participants from the selected participant/s for subsequent rounds of audition based on the judges' assessment of the participants' acting and dancing abilities as well as appropriateness for a particular role in the show.
9. Selection for a role in the show shall be subject to:
 - a. The selected participant's performance in further rounds of audition in such manner as determined by Wizcraft
 - b. Provision and execution of such documentation as required by Wizcraft.

10. Selected participant/s chosen in the final round of the audition (**Performers**) shall be featured in the show subject to the execution of appropriate releases, waivers and additional documentation as may be required by Wizcraft.

IV. Other General Terms and Conditions

1. Wizcraft reserves the right to alter/amend the 'Terms and Conditions' document at any time.
2. Wizcraft reserves the right to suspend/cancel/reschedule the audition/show at any point of time.
3. The entrant(s)/selected person(s)/performer(s) shall not be the employee, agent and promoter (including their immediate family members) of Wizcraft, affiliates and subsidiaries, and others associated with the audition/show in any manner;
4. Wizcraft does not accept any responsibility/liability for any failure in receiving entry (complete or partial).
5. By participating in auditions, entrants hereby provide his/her unconditional consent to Wizcraft or its affiliates to contact them for any other auditions, promotional activities or events in the future.
6. Entrants hereby authorize and provide their unconditional consent to the use of their personal information ("Data") by Wizcraft, including its affiliates, agents, subcontractors and assigns ("Authorized Entities"), for such lawful purposes as may be deemed necessary pursuant to these terms and conditions. The entrants understand and acknowledge that:
 - a. The data is entrant's personal information as understood within the meaning of the applicable laws.
 - b. Entrants have voluntarily and at their option, agreed to provide the data to the authorized entities for such lawful purposes as may be deemed necessary by Wizcraft or its authorized entities pursuant to the terms and conditions enumerated herein.
 - c. The data will or may be transferred by Wizcraft to a third party including its affiliates and service providers, agents, subcontractors or assigns, for such lawful purposes as may be deemed necessary pursuant to these terms and conditions.
7. Wizcraft reserves the right to disqualify any entrant(s)/selected participant(s)/performer(s) at any level or from any rounds without assigning any reason including without limitation, violation of any terms and conditions or false declaration and undertaking or hacking of the website.
8. Wizcraft also reserves the right to alter/amend the rules and procedures governing the audition/show at any time without any prior notice.
9. Selection/ shortlisting in the audition at any stage, DOES NOT ensure and mean that the entrant/selected participant/performer will continue to the next stage of the audition or be entitled to perform in the Show. Wizcraft reserves the right to disqualify and/or exclude an entrant/selected participant/performer, at any stage.
10. Wizcraft may require the selected participants/performers to attend workshops. The selected/participants shall willingly participate in the same.
11. Wizcraft reserves the rights of admission to the audition venue(s). Wizcraft may deny entry to a entrant/selected participant to any audition venue(s) at its sole and absolute discretion.
12. None of the entrant(s)/selected participant(s)/performer(s) shall, without the prior written approval of Wizcraft, 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 show.

13. The entrant(s)/selected participant(s)/performer(s) shall not disclose any information whatsoever relating to Wizcraft or the audition/show to any other person/entity. The entrant(s)/selected participant(s)/performer(s) shall at all times keep confidential all details regarding Wizcraft, the audition and the show. Any violation of this clause shall immediately disqualify the entrant(s)/selected participant(s)/performer(s) prospects of further participation.
14. Notwithstanding any other provisions in this document, Wizcraft may, at its sole and absolute discretion, hold additional auditions on such other dates and at such places as it may determine and the entrant/ selected participant(s) shall adhere to and abide by any and all instructions, requirements and attend any and all such additional auditions at his/her own cost and expense.
15. Entrant(s)/selected participant(s)/performer(s) must follow all the instructions from Wizcraft and maintain decorum at the audition venue failing which they will be immediately disqualified from participating in the audition/show.
16. If an entrant(s)/selected participant(s) is unable to appear for the audition at the stipulated venue and time, he/she shall be disqualified from further participation.
17. Cameras and photography by the entrant(s)/selected participant(s)/performer(s) will not be permitted at the venue of the audition/workshop.
18. Wizcraft reserves the right to disqualify any entrant(s)/selected participant(s)/performer(s) at its sole discretion, should the the entrant(s)/selected participant(s)/performer(s) at any stage supply false, inaccurate or misleading personal details and/or information or should at a later stage it is found that the details so provided are incorrect or misleading.
19. Based on the creative needs, performers might need to perform some stunts like aerial acts/fire acts in the show. The performers will be asked about their willingness to do such acts. If they are willing to perform such acts, appropriate releases along with other necessary documentation shall be signed by the performer/s at the request of Wizcraft/its associates.
20. Apart from the entrant(s)/selected participant(s)/performer(s), Wizcraft may at its sole discretion provide entry to the audition/workshop/show to unregistered individuals also.
21. Even after selection of performers, Wizcraft shall have the right to replace any performer as per their discretion and creative requirement.
22. The entrant(s)/selected participant(s)/performer(s) hereby confirm that they have no right to check / audit / challenge the audition process either themselves or through their authorised representatives.
23. Wizcraft may at its sole discretion exclude an entrant(s)/selected participant(s)/performer(s) from participating in the audition/ workshop/show.
24. Wizcraft further reserves the right to replace at its discretion any selected participant(s)/performer(s) who for any reason fails or is disqualified from or unable to participate in the show with another replacement selected participant(s)/performer(s); notwithstanding that such replacement participant(s) may have been previously eliminated from the audition.
25. Selected participant(s)/performer(s) ensure that they do not at any stage of the audition discuss with or take advice from any or all of the judges on any matters relating to their participation in the audition/workshop/show.
26. Wizcraft and its associates or any authorised representatives shall not be held responsible or accountable to any of the selected participant(s)/performer(s), for any loss, injury or any other liability which may arise, including but not limited to travel to the venue of audition/workshop/show or while participating in the audition/workshops/show.

27. The parties shall be under no liability whatsoever to the entrant(s)/selected participant(s)/performer(s) or their representatives in respect of any loss, damage suffered by the entrant(s)/selected participant(s)/performer(s) arising from or pursuant to the audition/workshop/show or for any and all loss, damage, cost, expense or injury to life or property sustained by the entrant(s)/selected participant(s)/performer(s) at any stage of the audition/workshop/production of the show including but not limited to decisions of the judges or Wizcraft, result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by judges or any other person associated with Wizcraft; any printing, typographical or technological errors in any materials associated with the audition/workshop/show. Notwithstanding the generality of the foregoing, the 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. In no event will the measure of damages include, nor will the parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages.
28. The parties are in no manner whatsoever responsible and/or held liable, for any physical injury, death, mental trauma caused to any entrant(s)/selected participant(s)/performer(s). The parties will not be responsible for any loss / theft of belongings of the selected participant(s)/performer(s) at the audition /workshop/show venue.
29. The Parties will not be held liable for any loss of earnings, employment or otherwise caused to the entrant(s)/selected participant(s)/performer(s) arising as a result of participation in the audition/workshop/ show.
30. If selected, parties shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the audition/workshop/show.
31. All the intellectual property rights of the entrant(s)/selected participant(s)/performer(s) in respect of the performance either in the auditions/workshop/ or in the show including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and entrant(s)/selected participant(s)/performer(s) agree not to claim or enforce any of the aforementioned rights in any court, tribunal or any other forum whether in India or anywhere else in the world.
32. Entrant(s)/selected participant(s)/performer(s) also give their unconditional consent/permission to Wizcraft and Bollywood Parks Dubai's right to reproduce entrant(s)/selected participant(s)/performer(s) picture, video, recording of the audition/workshop, performance at the show, any other clips, in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever including but not limited to advertising and publicity purposes of the show, except where prohibited by law.
33. The entrant(s)/selected participant(s)/performer(s) also give their unconditional consent/permission to Wizcraft and Bollywood Parks Dubai's right to use his/her name, voice or picture, or the content of his/her auditions/ performance at the workshop or at the show, without any further permission or compensation for such use in any and all media now existing or hereinafter created.
34. The entrant(s)/selected participant(s)/performer(s) grants Wizcraft and Bollywood Parks Dubai irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the audition/workshop/show, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines

at any time without the entrant(s)/selected participant(s)/performer(s) further knowledge or consent. The entrant(s)/selected participant(s)/performer(s) shall indemnify and hold Wizcraft and the parties associated with the audition/workshop/show harmless from any claims, expenses, damages or any other payments of any kind arising in any way out of the use of participants name, image, voice and likeness, or the contents of their performance.

35. Travel, food, accommodation and any other expenditure that may be incurred by selected participants during the audition or workshops that might be conducted, shall be borne solely by the selected participants. Wizcraft shall not be liable in any manner to pay for or to reimburse any expenditure incurred by selected participants for participating in the auditions/workshops.
36. The entry mechanism as provided for above may be changed and/or modified at any time without prior intimation to entrants/selected participants. All decisions of Wizcraft stated here-under shall be final and binding and no correspondence shall be entered into on any decision made by Wizcraft in this regard.
37. If any dispute arises, the same shall be subject to applicable Indian laws and subject to the exclusive jurisdiction of the courts of Mumbai.
38. Entrants/selected participants/performers agree to be bound by the Terms and Conditions, and Declaration and Undertaking Form and such other documentation deemed to be necessary by Wizcraft. All these documents are crucial, final and binding in all aspects.
39. Wizcraft reserves the right to remove persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the audition.
40. Wizcraft assumes no responsibility of error, omission, interruption, defect, and delay in operation of transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entry. Wizcraft does not accept any responsibility for any delayed receipt of entries or any entry that cannot be delivered due to connection issues (failed or partial) including but not limited to unavailability, congestion, etc. Wizcraft shall not be responsible for technical problems of any servers, software, network, traffic congestion on the internet including any damage to any person's system resulting from accessing the Website.
41. Any attempt to deliberately damage the website or any content on the website, or to otherwise undermine the legitimate operation of the audition may be violation of criminal or civil laws and Wizcraft has the right to initiate appropriate legal proceedings in all such instances.