

Terms and Conditions

1. "7UP Thamizh Naattin Kural" campaign ("**Contest**") is being organized jointly by PepsiCo India Holdings Pvt. Ltd. ("**PepsiCo**") and Wizcraft International Entertainment Pvt Ltd ("**Wizcraft**"), (jointly referred as the "**Organizer**"). The participants of this Contest will get a chance to Audition their voices and the top 7 winners will lend their voice to A. R. Rahman at his concert in Chennai on 12 January 2018 ("**Concert**").
2. The Contest is valid from 16th November, 2017 till the date of the Concert i.e. 12 January 2018, both dates inclusive ("**Contest Period**"), in the territory of Tamil Nadu.
3. This Contest is open to Indian citizens currently residing in Tamil Nadu of 18 years age and above except the employees of Organizer, their family members, Organizer's associate companies, its bottlers, its JV partners, its co-packers, its distributors, its agents, its advertising and promotional agencies and its auditors and their associate companies ("**Participant/s**"). The Participants to the Contest shall only be individual.

4. HOW TO PARTICIPATE:

There are two mediums to participate in the Contest. They are as follows:

A. Mobile Studio –

- i. The mobile studio will visit various locations across 15 cities in Tamil Nadu. The details of the locations is available at www.7up.in ("**Website**")
- ii. The Participants will have to fill in the registration forms at the specific locations where they would give the Auditions.
- iii. The Participants will have to bear the cost of travel/stay to the above locations. The Organizer shall not be responsible in this regard.
- iv. The mobile studio shall be available at each location for 1 day only

B. Toll Free Number –

- i. Any eligible candidate across Tamil Nadu can also call and Audition via the toll free number 1800 1200 077 and can record their voices after entering their basic details.

(The mobile studio and the toll free selection rounds shall be considered as the "**First Round**" of the Contest)

- C. The Auditions through the above mediums shall be from 16th November 2017 to 27nd December 2017 (both days inclusive).
- D. In the First Round, each Participant will be given a min of 30 seconds and a maximum of 60 seconds to record their voice in the following languages – Tamil, Hindi or English.

- E. All the auditioned voices from the First Round shall be evaluated by a jury appointed by the Organizer (“**Judges**”). The Organizer shall not entertain any communication in this regard.
- F. Basis the decision of the Judges, top 20 Participants from the First Round will be selected and will be called to Chennai (“**Semi-Finalists**”). The Organizer will contact the Semi-Finalists thrice on the registered mobile number. In case of non-availability or no-response from the Semi-Finalists after 3 attempts, the respective Semi-Finalists will be disqualified from the Contest. The Semi-Finalists will then perform before the Judges in Chennai (“**Second Round**”).
- G. The First Round and the Second Round shall be collectively known as “**Audition/s**”
- H. The Organizer shall only be responsible for the travel of the Semi-Finalists to Chennai. However, accommodation, food, etc. shall be borne by the Semi-Finalists. The Organizer shall not be responsible for any expenses of the family members and shall not bear any additional expenses of the Semi-Finalists.
- I. Amongst the Semi-Finalists, top 7 Participants will be chosen as finalists on the day of Second Round, who will thereafter undergo a professional training and would finally perform with A.R. Rahman at the Concert (“**Finalists**”).The location for this training shall be decided and communicated by the Organizer.
- J. The venue and dates for trainings pursuant to the Second Round shall be at the discretion of the Organizer and will be communicated to the Finalists.
- K. The Organizer shall only be responsible for the stay, travel and food of the Finalists from the Second Round till the Concert. The Organizer shall not be responsible for any expenses of the family members and shall not bear any additional expenses of the Finalists.
- L. The Organizer shall be responsible for the outfit and makeup of the Finalists on the Concert day.
- M. Participant cannot participate multiple times from the same location or from the same phone number. However, each Participant shall have a maximum of 3 chances in one attempt from one location or one phone number.
- N. At any given point of time, the Participants shall not talk / woo the directors or any of the officials of the Organizer. And, if they do so they shall be disqualified from the Contest. The Participant shall disqualified by the Organizer if they create any nuisance at any location during the Contest.
- O. Participant shall not be under the influence of alcohol or any other form of intoxication or carry weapon during the Contest. In case any Participant is found guilty, the Organizer shall disqualify such Participant.
- P. Participation is optional and no purchase of any product is required.
- Q. The Participants shall not have any criminal records.
- R. It is clarified that while participating in this Contest, the Participants shall not:
 - i. Perform any act having any objectionable religious ritual depiction or imagery;
 - ii. Perform any act hurting the sentiments of any community or race of people;
 - iii. Perform any stunts which are dangerous in nature without taking proper care and precaution and necessary safety. It is clarified that the Participant

will be solely responsible for these stunts and will also execute an indemnity in favour of the Organizer; or

- iv. Perform any act which is vulgar, obscene, offensive or abusive in nature including but not limited to any derogatory or offensive remarks or acts about women.

In case any Participant engages in any activity that falls within the above category/ies in the opinion of majority of the Judges, the respective Participant would be disqualified with immediate effect and would not be allowed to take part further in the Contest.

5. GRATIFICATION :

The Finalists will get a chance to perform with A. R. Rahman at the Concert in Chennai, which will be broadcasted later on TV and uploaded on digital medium.

6. GENERAL RULES:

- A. The Organizer reserves the right to change the structure and date of the Contest as it deems fit including without limitation by adding Auditions/rounds to the Contest or requesting additional performances from the Participants and/or changing the anticipated recording schedule.
- B. It is a pre- condition of participation in the Contest that Participants make themselves available to participate in the Contest, agree and abide by terms and conditions of the registration form and the rules, regulations, terms and conditions as uploaded from time to time by the Organizer. As part of the Participants contribution to the Contest, the Organizer may request Participants to participate in any online/interactive activity relating to the Contest.
- C. The Organizer reserves the right to request Participants to provide proof of identity and Indian residency at any time. Identification considered suitable for verification is at the discretion of the Organizer.
- D. The Participants must not at any stage of the Contest discuss with or take advice from any or all of the Judges on any matters relating to their participation in the Contest including, without limitation, their performance, appearance or choice of song.
- E. The Organizer's and Judges' decision is final and the Participants acknowledge that the interests of the Contest shall override those of any Participant. All Auditions 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 Participant that any or all of the Participant will be able to perform or Audition (whether before the Judges or otherwise) at the time and/or place as indicated on the Website. The Organizer shall not be liable or responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Participant in the event that the Organizer is not able to permit the Participant to perform or Auditions in accordance with any of the foregoing provisions.
- F. The Organizer reserves the right to disqualify any Participant from the Contest or auditioning process in its sole discretion if the Participant at any stage supplies untruthful, inaccurate or misleading personal details and/or information.
- G. Auditions may be suspended /cancelled due to safety, security concerns, rain and other force majeure conditions. The cancelled Auditions shall not be held again and the Participant shall not have any claim against Organizer for the same. Organizer shall

not be responsible for any such eventuality and the Participant undertakes not to claim any compensation from the Organizer for the same.

- H. The Organizer will have no liability to a Participant who is unable to attend or take part in the Contest for whatever reason.
- I. The Organizer reserves the right to amend the Contest rules or terminate the Contest at any time without any liability to any Participant.
- J. The Organizer further reserves the right to replace at its discretion any Participant who for any reason fails or is disqualified from or is unable to participate in the Contest with another replacement Participant, notwithstanding that such replacement Participant may have been previously eliminated from the Contest and each Participant shall agree to participate in the Contest as and when required by the Organizer to do so.
- K. There is no obligation on the part of the Organizer to record or broadcast any Audition round in which a candidate has appeared or any part of his/her contribution to the Contest except what is stated in these T&C's.
- L. The Participant must at all times behave appropriately when taking part in the Contest and observe these T&Cs and any other rules or regulations in force at the location or venue of the Auditions. The Organizer reserves the right in its absolute discretion to remove from the Contest, studio premises or location any Participant who breaks such rules and / or fails to behave appropriately and to disqualify such Participant.
- M. In the event of any dispute concerning the operation of any element of the Contest, the decision of the Organizer will be final.
- N. The Participant shall undertake, warrant and guarantee to the Organizer that the Participant has the full legal capacity to participate in the Contest in accordance with these terms and conditions.
- O. None of the Participant shall, without the prior written approval of the Organizer, speak to the press or any other media nor give any interviews or comments relating to the Contest. The Participant shall not disclose any information whatsoever relating to the Organizer to any other party.
- P. At the Organizer's request, the Finalists must participate in all promotional activity (such as publicity and photography) free of charge, and they consent to the Organizer using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in promotional material or in any media for an unlimited period without remuneration for the purpose of promoting this Contest and promoting any products manufactured, distributed and/or supplied by the Organizer.
- Q. The best Participant out of the Finalists as per the discretion of the Judges will get a free one year scholarship at KM Academy. The Organizer will not be responsible for the accommodation, food and other incidental costs of this Participant in this regard.
- R. The Organizer shall take video clips/audio clips/photos of the entire Contest and shall use this as a promotional material during and after the Contest Period and the Participant consents to the Organizer for the use of the same.
- S. The selection and number of Judges, and the manner in which the Contest is judged, at each stage of the Contest shall be at the Organizer's sole and absolute discretion and the Judges' and/or Organizer's decision at all stages of the Contest shall be final. No enquiries, appeals, verbal or written, shall be entertained in this regard. The Participant shall accept and abide by any and all decisions made by the Organizer and/or the Judges concerning, without limitation, the rules of the participation, these Terms and conditions and any and all other rules, procedures and regulations of the Contest, each and every stage of the Contest and any other matters relating to the Contest including the production thereof.
- T. The Organizer, the Judges, the advertising agencies and any person or entity connected with the production (including the broadcasters of the Contest), administration or

judging of the Auditions, the Contest (the “Relevant Parties”) shall be under no liability whatsoever to the Participant, in respect of any loss, damage suffered by the Participant arising from or pursuant to the Contest or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant at any stage of the Contest and during production thereof whether or not caused by (1) the administration (including scheduling) of the Contest including any failure of transportation or inability for any reason to appear before the judging panels; (2) the Participant or any third party’s participation in the auditioning process, or being selected or disqualified; (3) as a result of the decisions of the Judges, Organizer; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by any of the Judges and/or Organizer; and/or (5) any printing, typographical or technological errors in any materials associated with the Contest. 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 other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Contest. 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 Participant; or circumstances beyond the Relevant Parties including the Organizer’s reasonable control.

- U. The Contest and these terms and conditions shall be governed by and construed in accordance with the laws of India and the Participants submit irrevocably to the jurisdiction of the Courts in Gurugram.
- V. If any provision of these terms and conditions are held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these terms and conditions and the remainder of the affected provisions shall continue to be valid.
- W. No weapons, alcohol or illicit substances will be permitted at any venue or location of the Contest and the Concert.
- X. Participant shall comply with these terms and conditions and waives any right to claim ambiguity in these terms and conditions and release, indemnify and hold harmless Organizer and its respective affiliates, advertising and promotion agencies, and its respective agents, auditors, representatives, officers, directors and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from this Contest.