



DANCE INDIA DANCE AUDITION APPLICATION FORM

Name of Applicant: _____ Date of Birth: _____
Address: _____ Email: _____

Phone: _____
Specify Dance Styles: 1) _____ 2) _____
Previous Performances/Apearances: _____

Asia TV USA Ltd., doing business as Zee TV (together with its designees, parent companies, affiliates, agents and assigns, "Zee") welcomes dancers between the ages of 18 and 30 to audition for a spot as a participant in Zee's popular "Dance India Dance" program, which is produced in India (the "Program"). If selected as participants, entrants will be trained and will compete with other talented dancers in India for the opportunity to become the next Dance India Dance star. If you would like to take the first steps to see if you have what it takes, follow the instructions below. **Please note that all rules and procedures are subject to change at Zee's sole and absolute discretion.**

1. ELIGIBILITY: The auditions are open to male and female dancers between the ages of 18 and 30 trained in performing at least two different styles of dance (each, an "Entrant"). Entrants may, although they need not, be professional dancers. Entrants will be required to submit proof that they were born between September 1, 1981 and August 31, 1995. Entrants must also be able to prove that they are a citizen or a legal resident (not visitor) of the United States or any other nation of North, South or Central America. You are ineligible if you, or any member of your immediate family and/or anyone living in your household, is an employee, officer, director, agent and/or representative of Asia TV USA Ltd., Zee TV networks, any of Essel Group of Companies, any sponsor of the Program, production personnel for the Program, distributors or exhibitors of the Program, advertising agencies, corporate sponsors, or any person or entity connected with production, administration or judging of the auditions for the Program, or any of the parent companies, affiliates, subsidiaries, agents or representatives of any of the foregoing entities. All Entrants must be able to travel freely between their homes and India as evidenced by current, valid documentation and must be eligible for and able to procure necessary visas, and must be able to remain in Mumbai (at Producer's expense) for a period of up to four months during final auditions and production of the Program if selected. Entrants may not be bound by any contract or other

arrangement or limited in any other way that would prevent them, if chosen as a Participant in the Program or as the Dance India Dance Star, from entering into a management contract, performing or recording contract and/or merchandising contract.

2. AUDITION AND PROGRAM PRODUCTION REQUIREMENTS; HOW TO PARTICIPATE: First round auditions will be based on audition dvd's submitted by Entrants. In order to participate in these auditions, no later than October 14, 2011 we must receive from each Entrant a package containing the following: (i) two copies of your audition dvd; (ii) 2 passport size photos, (iii) a signed, completed copy of this Audition Application Form, (v) the signed Release Form (attached) and (vi) proof of birth date, addressed to: "Dance India Dance c/o ASIA TV USA Ltd., One Penn Plaza, Suite 3501, 250 W 34th Street, New York, NY 10119". Audition performances must consist of two performances in two different styles, accompanied by such music as you may select. All expenses incurred by Entrants in connection with their audition videos shall be borne by the Entrant. Audition dvd's will not be returned. The auditions may be discontinued or terminated by Zee at any time for any reason. Entry in this first round audition shall not entitle an entrant to participate in a subsequent stage of the auditions.

3. SELECTION. All audition dvd's will be sent to the Program producers in Mumbai, where they will be reviewed by the producers and/or designated judges. Based on the audition dvd's, up to a total of six (6) Entrants from North, South and Central America, including the United States will be selected (each, a "Short-listed Contestant") who, together with Short-listed Contestants from other locations, will participate in the final round of (live) auditions for the Program in Mumbai, India, currently expected to take place in November, 2011. Entrants selected as Short-listed Contestants will be notified on or about October 20, 2011. Short-listed Contestants must be able to travel to Mumbai and be prepared to remain there for a period of up to four months during the final audition and, if selected as a Participant, production of the Program. **ALL DETERMINATIONS CONCERNING AUDITIONS, PARTICIPANTS AND CONDUCT OF THE CONTEST ARE AT ZEE'S SALE AND ABSOLUTE DISCRETION.**

4. CONDUCT OF FINAL ROUND AUDITIONS. The specifics for the final round auditions shall be provided to all Short-listed Contestants. Short-listed Contestants will be flown to India and provided with lodgings there at Zee' expense. Short-listed Contestants shall be responsible for procuring, without reimbursement, their own passports, visas and other travel documents. In India, Short-listed Contestants will receive training in dance routines for the final round of auditions. Decisions of the judges at every level will be final and binding on all participants, and only those persons selected by the judges in each case will proceed to the next level of auditions. **BOTH THE FINAL ROUND OF AUDITIONS AND THE PROGRAM COMPETITION WILL BE CONDUCTED IN THE HINDI LANGUAGE.**

5. WINNERS: Approximately eighteen (18) Short-listed Contestants will be selected as Participants at the final round auditions to participate in the reality television program, "Dance India Dance" and to compete to become the "Dance India Dance" Star. The specifics for the conduct of the Program shall be provided to the Participants following their selection. The "Dance India Dance" Star will have the opportunity to enter into various promotional and creative agreements and appearances, which shall be announced at the time that the "Dance India Dance" Star is selected. Participants and the "Dance India Dance" Star may be required by Zee to fill out, sign and agree to the terms and conditions of additional forms, including a talent management contract, recording contract, and/or merchandising contract. Participants also may be subject to a thorough background investigation and

other examinations, at Zee's sole and absolute discretion. **ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE ANY FORM, PROVIDING ANY FALSE INFORMATION, OR FAILURE TO REVEAL ANY PERTINENT INFORMATION, MAY DISQUALIFIED ENTRANTS FROM THE AUDITION PROCESS AND/OR CONTINUED PARTICIPATION IN THE COMPETITION.**

6. **DISQUALIFICATION:** Zee reserves the right to disqualify and/or exclude, in its sole and absolute discretion, any individual from any of the auditions for any reason, including, without limitation, violation of any portion of these rules, or tampering with the entry process or the audition process. Producer also reserves the right to change the rules and procedures at any time. **BEING CHOSEN TO AUDITION AND/OR COMPETE AT ANY LEVEL IN THE PROCESS DOES NOT ENSURE THAT YOU WILL BE SELECTED TO CONTINUE TO THE NEXT STAGE.**

7. **GENERAL CONDITIONS:** (i) By submitting this Audition Application Form and participating in the audition process, you agree to be bound by these rules and the rules and decisions of Zee and of the Program's producers, which shall be final and binding; (ii) The presence at the auditions and/or the shooting of the Program, of Entrants' friends, family members, and anyone else accompanying Entrants, constitutes their consent and agreement to the recording and use of their performance, appearance, name, voice, likeness and any musical or sound effects produced by them in any media, in connection with any television program, motion picture or on or over the Internet for all purposes (including advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights), as the same may be edited, in all media now known or hereafter created, throughout the universe, in perpetuity for no compensation, unless otherwise required by law (the "Content Rights"). If Entrants' friends, family members, or anyone else accompanying Entrants to the auditions or the Program production, do not wish to be photographed, or do not agree with these terms, **THEY SHOULD NOT ATTEND.** Their attendance during the auditions/production and/or shooting of the Program will be conclusively deemed to be a waiver of any and all claims for infringement of any rights whatsoever including, without limitation, invasion of privacy, right of publicity, and libel, slander and defamation; (iii) All federal, state and local laws apply; (iv) **PRODUCTION DATES AND LOCATIONS ARE SUBJECT TO CHANGE;** (v) Neither Zee, the sponsors of the Program, production personnel for the Program, participating distributors or exhibitors of the Program, advertising agencies and persons and entities connected with the production, administration or judging of the auditions or the Program, nor any of their respective parent companies, affiliates, subsidiaries, successors and assigns and the respective officers, directors, employees, agents, contractors, partners, shareholders, attorneys, representatives and members of each of the foregoing entities, shall be responsible for or have liability in connection with: technical failures, failure of mail or other delivery media or any other failure, for any reason, of any audition dvd to reach Zee by the date indicated, or of any Short-listed Contestant or Participant to appear at any designated site of auditions, the Program production, or to appear before the judging panels; any injuries, losses or damages of any kind encountered traveling to or from the Program audition or production sites, being present at the Program production site, participating in production of the Program, or being selected to or disqualified from continuing in production of the Program; or any printing, typographical or technological errors in any materials associated with the auditioning process or with production of the Program.

8. **LIABILITY:** Each Entrant acknowledges that the competition shall be physically taxing and that Entrants shall be exposed to physical challenges in the course of their participation in the auditions and, if successful, the Program. Each Entrant acknowledges that he or she is participating voluntarily and at his/ her

own risk, represents to Zee that s/he is in good health as determined by a medical examination within the prior three months, and shall have no claim against Zee or any other party on any account whatsoever in relation to the auditions, the dance training and/or the Program. Zee shall not be responsible for any loss or injury that occurs to any Entrant or third parties on account of their participation in the auditions or the Program, or in traveling to, from or about the competition venues. Zee shall not be responsible for cancellation or postponement of the auditions and/or the Program, or damage, loss, accident, injury or death incurred by the participant or any person accompanying him/her. By submitting an entry form and participating in the auditions (and in the Program, if successful), each Entrant on behalf of themselves, their heirs, estates, successors and assigns agrees to release and hold harmless from all liability of every nature whatsoever, including without limitation, for bodily injury, death, injury to property and other financial losses, Asia TV USA Ltd., the Zee TV networks, the Essel Group of Companies, any sponsor of the Program, production personnel for the Program, distributors or exhibitors of the Program, advertising agencies, corporate sponsors, or any person or entity connected with production, administration or judging of the auditions for the Program, or any of the parent companies, affiliates, subsidiaries, agents or representatives of any of the foregoing entities.

9. OWNERSHIP: All right, title and interest in and to the results and proceeds of Entrants' auditions, interviews, performances and any embodiments thereof, including, without limitation, all dvd's submitted by Entrants, taping, filming, photography and/or recording and all materials created and/or provided by Entrants and the copyrights therein (collectively, the "Materials") and all Content Rights, and the use and exploitation thereof shall be the sole and exclusive property of Zee, and Entrants shall have no claim or interest therein. Entrant agrees to promptly execute and deliver to Zee all documents reasonably requested for Zee to secure copyright protection in the Materials and the Content Rights, and to carry out the purposes hereof.

10. USE; PROMOTION: By submitting an Audition Application Form and participating in the auditions (and in the Program, if successful in the auditions), each Entrant grants Zee the worldwide, perpetual right to exhibit and authorize the exhibition of such Entrant's name, likeness, voice, performance and biographical material as it appears in the Materials and the Program and for advertising, promoting and publicizing such Participant's appearances hereunder, any programming incorporating such appearances and the exhibitors of the Programs, provided that Network will not authorize any direct endorsement by Participants of any other product or service without Participant's prior written consent. Entrants will not authorize any publicity of any kind relating to their participation hereunder without Zee' prior written consent.

By signing below, I hereby represent that I have read this Audition Application Form, that I understand its contents, that I accept all the provisions herein, and that I agree to comply with all the requirements set forth herein without reservation or qualification.

SIGNED: _____
PRINT NAME: _____
ADDRESS: _____
DATE OF SIGNATURE: _____

DATE OF BIRTH: _____
TELEPHONE: _____
CELL: _____
EMAIL: _____

RELEASE

In full and complete consideration of Asia TV USA Ltd., doing business as Zee TV (together with its designees, parent companies, affiliates, agents and assigns, "Producer") allowing me to audition for a spot as a participant in the new season of the television series entitled "Dance India Dance" (the "Program"), without any further consideration due from Producer or any third party to me, and with the understanding that Producer, in its sole discretion, may choose whether or not to include me in the Program, I hereby agree as follows:

1. I grant to Producer, and its successors, licensees and assigns, the irrevocable right, but not the obligation, with or without my knowledge, to film, tape and/or photograph, record, exhibit, edit and otherwise use my appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data (collectively, "Record or Recording") on or in connection with the Program in any manner in Producer's sole election and discretion, which use shall not entitle me to receive any compensation whatsoever.
2. I agree that Producer is the sole owner of the Program and of all results and proceeds of the Recording, including, but not limited to, all film, tape, photography and/or recording of my appearance thereon. Producer, its successors, assigns, and licensees, forever and throughout the universe, shall have the right to use the foregoing and any portion thereof in any and all media, whether now known or hereafter devised, including, without limitation, motion pictures, television, the Internet and print, and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, publicizing and all other types of exploitation of the Program or any part thereof, or in any manner whatsoever.
3. I agree that Producer shall have the unrestricted right, in its sole and absolute discretion, to edit the Recordings and the content and text of the Program in any manner.
4. In addition to the rights granted elsewhere in this Release, I understand and agree that, if my appearance, name, likeness, voice, dancing, conversation, sounds and/or biographical data are used in connection with the Program, I may be required, at Producer's election, to enter into either or both of the following agreements with Producer and/or Producer's designee(s), the terms of which shall be subject to good faith negotiation: (a) an agreement for the management of my career in the entertainment industry (including, but not limited to, my acting, dancing, or other services); and (b) an agreement for the use of my name, likeness and biography in connection with advertising, endorsements, merchandising, and/or sponsorship. Even if I sign such agreement(s) I understand and agree that such agreement(s) shall become fully effective only at the election of Producer and/or Producer's Designee(s) and that neither shall have the obligation to use my services thereunder. I understand that, if I am asked to participate in the Program, as of the date I arrive at the production site, I will be required to represent and warrant that: (i) I am not a party to any management and/or talent agent representation contract, music recording or other performance contract (either alone or as a member of a talent group), acting contract, modeling contract, songwriting contract, merchandising agreement, or any other arrangement which prevents me, or might prevent me, from entering into any contracts described in (a) and (b) of this Paragraph 4, and (ii) I will not enter into any such agreement(s) without Producer's prior written consent, in its sole absolute discretion. I acknowledge that Producer may require me to sign further documents as a condition of my participation in the Program.

5. I understand that I may reveal, and other parties may reveal, information about me that is of a personal, private, embarrassing or unfavorable nature, which information may be factual and/or fictional. I further understand that my appearance, depiction and/or portrayal in the Program may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature which may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that Producer shall have the right (a) to include any or all such information and appearances, depiction or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity, and I hereby waive any claims I may have against any third party arising out of or related to the dissemination of any of the foregoing.

6. In the event that I perform or display any original material on the Program that has been created or otherwise controlled by me (for example, music, choreography, photography, lyrics, clothing etc., collectively called the "Material"), I hereby grant to Producer, without charge, all rights necessary to perform and/or display such Material on the Program, and the rights required to exploit the Program and the ancillary rights therein, inclusive of the Material, in any and all media now known or hereafter devised, and for any other purpose, throughout the universe in perpetuity.

7. I agree to follow all Producer's rules, direction and instructions in all matters relating to the Program, which rules are subject to change, at any time, at Producer's sole discretion. I will accept any and all decisions of Producer on discretionary matters (including, but not limited to, the audition process and contestant selection) as final and acknowledge that the interest of the Program shall override those of any participant, including myself. I agree that my selection to participate as a contestant on the Program is within Producer's sole discretion and Producer is not obligated to grant me a spot. I acknowledge that Producer reserves the right, exercisable at any time in its sole and absolute discretion, to disqualify me from the Program should I, at any stage, supply untruthful, inaccurate or misleading personal information, fail to abide by the rules or regulations of the Program, or for any other reason or for no reason at all. If I am selected, I agree that Producer is not obligated to have me appear on, or to broadcast my appearance on, the Program, and that Producer may disqualify me at any time in its sole discretion.

8. I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause Producer irrevocable injury and damages that cannot reasonably or adequately be compensated by damages in an action at law; and, therefore, I hereby expressly agree that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Release by me.

9. I hereby release, discharge, and hold harmless Producer, all Program sponsors, production personnel for the Program, participating distributors or exhibitors of the Program, advertising agencies, corporate sponsors, or any person or entity connected with the production, administration or judging of the auditions for the Program, or any of the parent companies, affiliates, subsidiaries, agents and representatives of any of the foregoing entities, and the officers, directors, employees, agents, and representatives of each of the foregoing (collectively, the "Released Parties"), from any and all liability or claims arising out of or in any way resulting from my participation in the Program and the use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information. I agree not to make any claim against Producer or the Released Parties

as a result of my participation in the Program and in connection with any use or reuse of my appearance, voice, singing voice, likeness and/or biographical information (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity).

10. In addition, I agree to indemnify Producer and the other Released Parties, and to hold each of them harmless, from any and all liability, claim, action, damage, expense (including reasonable attorneys fees), and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my participation in the Program. In no event shall I have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Program.

11. I acknowledge that there is a possibility that, after my execution of this Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Release. I acknowledge and agree that by reason of this Release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

12. I affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with Producer, or any representative of any television network or station for Producer's undertaking hereunder. I understand that Producer's policy prohibits such payments, and further understand that it is a federal offense, unless disclosed to Producer prior broadcast, for any such arrangement or my acceptance or agreement to accept anything of value to promote any product, service or my venture on the air. I am also aware that it is an offense to use any prepared material containing such a promotion where I know the writer received consideration for it and to fail to disclose this information if any person attempts to induce me to violate the foregoing prohibition or to do anything dishonest.

13. I agree to keep all information related to the Program in strictest confidence, and not to disclose, discuss or use such information for any purpose whatsoever, or to authorize any third party to do the same, without Producer's prior written approval in its sole and absolute discretion. I shall not directly or indirectly issue or permit the issuance of any publicity whatsoever with respect to the Program in any way at any time without Producer's prior written approval, in its sole and absolute discretion, in each instance.

SIGNED:

APPLICANT: _____

DATE OF BIRTH: _____

PRINT NAME: _____

TELEPHONE: _____

ADDRESS: _____

CELL: _____

EMAIL: _____

DATE OF SIGNATURE: _____