

## TERMS AND CONDITIONS:

1. **PROGRAMME:** Max Life i-genius Young Singing Stars 2015 Programme (hereinafter “**Programme**”) is an initiative under the **i-genius** which is a collection of initiatives hosted on the website [www.igenius.org](http://www.igenius.org) (“**Website**”) that includes i-genius Scholarship Programme, i-genius Young Authors Hunt, i-genius Young Singing Stars and various other contests, tools, games, quizzes and other initiatives organized by Max Life Insurance Company Limited (“**Max Life**”).
2. **ELIGIBILITY:** This Programme is open for all children between age group of 4 - 15 years only, i.e., the child should not have turned 16 years of age on the date of registration, studying in government recognized schools including private, public or national open schools/homeschools all over India. The child must be an Indian national or a NRI, resident in India for the duration of the Programme (“**Participant**”). The Participants shall be classified into two categories for the purpose of evaluation under this Programme:
  - (i) i-genius Primary, which will consist of Participants aged 4 -7 years;
  - (i) i-genius Junior, which will consist of Participants aged 8 - 11 years and
  - (iii) i-genius Senior, which will consist of Participants aged 12 - 15 years.

The category to which the Participant will belong will be determined by the Date of Birth of the Participant calculated by the Website on the date of registration on the i-genius server.

No fee is required to be paid for participating in this Programme. In order to avoid any conflict of interest, children of directors of Max Life, Universal Music India (“Service Provider”) and Alchemist Marketing Talent Solutions Private Limited (“Service Provider”) shall not be eligible to participate in this Programme.

Children of employees of Max Life and children of insurance agents of Max Life (“Max Life Participants”) are allowed to participate in this Programme. No prizes are reserved for Max Life Participants in the Grand First Prize, Second Prize category and Consolation Prize category, the selection is subject to qualification as per clause 11 described herein below. No Max Life representative shall be involved in the final selection of Max Life participants in this Programme at any stage.

3. **DURATION:** The Programme duration is from 17<sup>th</sup> July, 2015 till 31<sup>st</sup> December, 2015 and thereafter, the recording and production of the Album/Single will be done after the completion of Phase 4 by 31<sup>st</sup> December, 2015.
4. **REGISTRATION PROCESS:** Participants can register for this Programme through their parents/ guardian by filling up a registration form and submitting the same through any one of the following media :
  - i) Online via the Website [www.i-genius.org](http://www.i-genius.org);
  - ii) Through other digital media (i.e. other websites where the programme is publicized);
  - iii) Max Life representatives including distributors of Max Life;
  - iv) Any other source that Max Life decides to add at any stage in the Programme.

Only one submission per Participant is allowed. In case of multiple applications using same or multiple media, by the Participant, only the first completed registration form received at Max Life shall be considered for the Programme and the applications received later shall be rejected.

An incomplete registration form or a registration form in which the information provided is not factually correct is liable to be rejected by Max Life at its sole and absolute discretion. The registration form shall be deemed to be incomplete or contain incorrect/false details/information if any of the following mandatory fields contain incorrect details or is left blank:

- a) Name of Participant
- b) Date of Birth of Participant,
- c) Name of parent/guardian,
- d) Parent/guardian’s email id

- e) Parent/guardian's mobile number,
- f) Address of the Participant with correct pin code.

Please note that in addition to the above mentioned fields, some additional fields may be asked for at the time of registration through the above methods of registration and also, the same may be requested by Max Life at anytime during the currency of, after the duration of the Programme or at the time of disbursement of prizes, for verification and other purposes.

Max Life shall not be responsible in any event whatsoever for the Participant's inability to participate due to computer malfunction, internet failure, mobile/telephone failure, other technical disruption, and acts of God or otherwise.

5. For participation in this Programme, it is mandatory for the parents/guardian of the Participant to sign a declaration at any stage as requested by Max Life. Participants qualifying for Phase 4 of the Programme agree to sign, verify and execute any additional documents as required by Max Life/ Universal Music India for the production, development, rehearsals, release, distribution, usage of name and likeness, assignment of rights or any other purpose in respect of production and/or release of the Album/Singles after Phase 4 or any other purpose in connection therewith. Failure to comply with this provision shall disqualify the Participant(s) and Universal Music India and Max Life shall be entitled to replace such Participant(s) with any other Participant(s) and such disqualified Participant(s) shall not have any claim against Universal Music India or Max life including any claim for loss of opportunity.
6. **SONG SUBMISSIONS:** The song submission ("Song Submission") shall be in Hindi language only. The parents / guardians of the Participant should ensure that the Song Submission during Phase 1 is: 1) not accompanied by any music in the background, it should be only voice singing by the Participant; 2) is not more than 1minute; 3) is not defamatory in its content; 4) does not contain any obscene, blasphemous, libelous or any other unlawful material; 5) only from a valid mobile number (song submissions from landline numbers will not be accepted at the elimination stage).

Song submission can be done in through any of the following media:

- i. By calling the IVR (Interactive Voice Response) Number +91 92500 32222 and following the process as indicated on the call.
- ii. By submitting the audio recording on [www.i-genius.org](http://www.i-genius.org).

The Song Submissions will only open from 17<sup>th</sup> July, 2015.

While during Phase 1, the Participants can submit a Hindi song of their choice, from Phase 2 onwards till the Grand Finale, the Participants will be allowed to select songs for submission only from a limited list of songs provided by Max Life/ Universal Music India or as per the guideline communicated by Max Life from time to time. Any Participant submitting/singing songs that are not included in the list of songs provided by Max Life/Universal Music India will be doing so at his/her own risk and Max Life shall not be responsible for any third party claims arising out of such conduct/breach of the Participant. Max Life reserves the rights to disqualify such Participant immediately upon gaining knowledge of such breach.

7. **NOTIFICATION TO PARTICIPANTS, NCPR REQUIREMENTS:** Please note that in order to continue participating in the Programme, it is necessary that the phone number provided in the registration form is not registered with the National Customer Preference Register ("NCPR") of TRAI. In the event the number mentioned in the registration form is registered with NCPR, the parent/guardian shall be deemed to have expressly consented to Max Life calling and/or sending messages to such parent/guardian for the purposes of this Programme and otherwise. The parent/guardian agrees that he/she will not hold Max Life responsible for any violation of TRAI guidelines as may be applicable. Information provided by the Participants in the registration form, may be used by Max Life, at its sole discretion, for the purpose of this Programme and for any purpose related to its business or the business of its affiliates in accordance with the applicable laws.
8. **PROGRAMME DETAILS:** The Programme will be carried out in four phases. The registration for Phase 1 of the Programme will be open with effect from 17<sup>th</sup> July, 2015 to 8<sup>th</sup> November, 2015. Entries received after this period shall not be considered for participation in the Programme. Max Life reserves the right to

change the registration period at anytime, at its sole discretion. If at any stage, the Participant does not appear for the scheduled Phase, they will be automatically disqualified from the Programme.

- i) **Phase 1:** Phase 1 shall consist of Song Submissions at the IVR or i-genius Website. The submissions shall be open from 17th July, 2015 to 8th November, 2015.
- ii) **Phase 2:** Participants qualifying in Phase 1 will be allowed to appear in Phase 2. Phase 2 shall consist of an interview of the Participant with a select jury panel via video conferencing at venues in cities mandated by Max Life. The Participants would have to travel to the venue at their own expense. The dates and the schedule of the video conferencing and venue for the same shall be informed to the parents/guardians of the Participants in advance vide e-mail address provided by the Participant and registered with Max Life. Max Life shall not be responsible or liable for non receipt of intimation by e-mail for any reason whatsoever.
- iii) **Phase 3:** Shortlisted Participants from Phase 2 will get ONE chance to have mentoring session with select jury panel either via Google Hangouts or Skype or any other means of video call as decided by Max Life. The Participants may have to travel to the venue at their own expense. The dates and the schedule of the video conferencing and venue for the same shall be informed to the parents/guardians of the Participants in advance vide e-mail address provided by the Participant and registered with Max Life. Max Life shall not be responsible or liable for non receipt of intimation by e-mail for any reason whatsoever.
- iv) **Phase 4:** Participants qualifying in Phase 3 will be eligible to appear in Phase 4. Phase 4 would be a Grand Finale to be held at Delhi/NCR/Mumbai. The dates and venue of the Grand Finale shall be notified to the parents/ guardians of the eligible Participants in advance, vide e-mail address provided by the Participant and registered with Max Life. Max Life shall not be responsible or liable for non receipt of intimation by e-mail for any reason whatsoever, to attend the Grand Finale. The qualifying Participants will be required to provide the written proof of their academic and extra-curricular achievements. Max Life will bear reasonable costs of travel to Delhi/NCR/Mumbai including boarding and lodging of the eligible Participant and one parent/guardian of such Participant.

The dates as mentioned herein are subject to change at the sole discretion of Max Life and a notice of the same will be published on the Website. Parents/guardians of the Participants are advised to regularly check the Website for details. Phase 2 and Phase 3 of the Programme will be conducted only in select cities and selection of such cities shall be at sole discretion of Max Life. Phase 4 of the Programme will be conducted only in Delhi/NCR/Mumbai.

9. If at any stage, the Participant does not appear for the scheduled Phase, they would be automatically be held disqualified from the Programme.
10. **DISQUALIFICATION:** Max Life reserves the right to disqualify any Participant (i) if it has reasonable grounds to believe the Participant has breached the terms and conditions of the Programme; (ii) for acting in a disruptive manner; or acting with the intent to annoy, abuse, threaten or harass any other person; (iii) for providing misleading documentation; (iii) for tampering with the entry process. Max Life reserves the right to seek damages from any such participant to the fullest extent permitted by law
11. **EVALUATION:** The Participants will be evaluated at every Phase of the Programme on the basis of criteria fixed by Max Life. The evaluation will be conducted by jury panel of Universal Music India on behalf of Max Life. The decision of Max Life based on the evaluation made by the jury panel of Universal Music India, on the selected Participants shall be final, binding and non-contestable. Max Life shall not entertain any query in this regard.
12. **WINNERS AND PRIZES:** Winners will be determined based on the scores obtained by them in Phase 4. There will be one Grand First Prize winner in each category from Junior & Senior) who will receive an Album contract that will be produced for Max Life by Universal Music India. There will be 4 second prize winners in each category from Junior & Senior who will each receive a Singles contract that will be produced for Max Life by Universal Music India. There will be 250 Consolation prize winners in each category from Junior and Senior who will each receive a i-genius branded merchandise CD hamper. Additionally, top 5 winners from the Primary group will win a contract to be featured in a music video and

the remaining top 100 Participants from the Primary category will be awarded with i-genius branded merchandise CD hamper.

13. Under no circumstances shall the submission of an entry into the Programme or the awarding of a prize / award, be construed as an offer or contract of employment with Max Life or Universal Music. Participants must acknowledge that they have submitted their entries voluntarily and not in confidence or in trust. Participants must acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Participant and Max Life / Universal Music.

The content of the prizes will be at the sole discretion of Max Life and may be subject to change without any notice thereof.

14. **IPR:** All the intellectual property rights including but not limited to the copyrights in the lyrics, composition and sound recording in the all Albums and Singles produced by Universal for Max Life with the winners will belong to Max Life for the term of such right throughout the world. The Participant or the parent/guardian hereby waives the right to inspect or approve versions of the Album or Singles or image used for publication or the written copy that may be used in connection with the same. Further no compensation or royalty in relation to the Album or Singles if any, shall be payable to Participant and his/her parents or guardian and by agreeing to these terms and conditions the parent/guardian of the winning Participants (including those of the runners up) agree to sign on behalf of their child/ward, all such documents that Max Life/Universal Music India might require including a release in relation to the Albums/Singles. Max Life shall have the Albums and Singles produced and distributed, at its sole discretion, by Universal Music India. The parent/guardian of the winning Participants (including those of the runners up) agree to cooperate at all times in relation to the final production of the Albums and Singles.
15. **RESULT INTIMATION:** The final results of each Phase will be notified to the parents/guardians of the qualifying/winning Participants, as applicable, at their email id registered with Max Life in the online registration form.
16. **QUERIES:** Max Life shall not be liable to respond to any feedback, suggestion and/or queries raised by Participants/guardians/parents except queries with respect to general process of programme and result of Participants. The same will be published on the Website for reference.
17. Under no circumstances can Max Life be held responsible for psychological satisfaction of the Participants, weather conditions, nor for cancellation of reservation or alteration or amendment once the Programme has commenced.
18. Participation in the Programme shall be construed as an acceptance of these terms and conditions by the Participant through his/her parent/guardian. Any breach or default by a Participant or of his/her guardian of any of these terms and conditions shall result in immediate disqualification without notice. By participating in the Programme, each Participant grants Max Life, its assigns, licensees and successors, the exclusive right to use their images, pictures, characters, photographs, video/audio bytes or any etc. and/or their names and any other intellectual property generated as a result of his/her participation in the Programme (collectively referred to as "**Material**"), in all forms and media including composite, modified or edited versions/ representations for all purposes, including but not limited to, advertising, trade, transmission, publication, broadcasting, posting or any commercial purpose throughout the world and in perpetuity, only for Max Life's use. The parent /guardian of the Participant hereby waives the right to inspect or approve versions of the Material used for production of the Album/Singles or the final version that may be used in connection with the same.
19. Max Life reserves the right to make changes to the Programme including but not limited to structure, design, number and value of prizes etc. If necessary, changes may be made to its content, method and organization before or during the running of the Programme. Max Life may at any time modify any of these terms and conditions with or without notice and without assigning any reason and Participant's continued participation in the Programme will be considered as his/her and his/her parent's/guardian's deemed acceptance of the modified terms and conditions. In no event shall Max Life be liable to the Participant for any damages arising out of or in connection with this Programme. Without limiting the generality of the foregoing, prizes are provided "as is" without warranty of any kind, either express or implied, and Max Life hereby disclaims all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purposes and/or non infringement.

20. Save as otherwise provided herein, Max Life or its officials, directors, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Programme.
21. Max Life reserves the right: (i) to decide whether a replacement winner should be selected in the event any winner forfeits his/her claim to the prizes; (ii) to disqualify any Participant for providing misleading documentation; (iii) to disqualify any Participant for tampering with the entry process; (iv) to disqualify any Participant if it has reasonable reasons to believe the Participant has breached the terms and conditions of the programme; (v) to disqualify any Participant for acting in a disruptive manner; or acting with the intent to annoy, abuse, threaten or harass any person, including an employee/director of Max Life. Max Life reserves the right to seek damages from any such parent/guardian of the Participant to the extent permitted by law.
22. The prizes shall be subject to tax deduction at source, which will be borne by the Participants. All other taxes and levies and incidental costs, which may be levied or incurred on the prizes, shall be fully borne by the parents/guardian of the successful Participants. If the parents/guardian of the Participants are not willing to bear the above stated taxes, Max Life will forfeit the prize. All consolation prizes will be sent to the winners within 90 working days of the validation of all their details including but not limited to delivery address and identity proof etc.
23. In the event, the winner contacted does not respond within 4 weeks, via the contact information available with Max Life, the prize will be forfeited and the winner will not be entitled to make any claim thereafter. Written consent of parents/guardian of the Participants is necessary for distribution of prize to the Participant under such programme.
24. Max Life shall neither be responsible nor liable for any cost, expense or other liability whatsoever (including but not limited to any loss or damage) in relation to, arising from or connected with Prizes or the Programme.
25. The prizes are non-transferable and not exchangeable. No other person or agent can claim the prize on behalf of the Participants unless specifically permitted by Max Life.
26. Apart from the prizes, the successful Participants or their legal heirs will have no other rights or claims against Max Life.
27. Subject to any applicable laws (a) All warranties, whether express or implied, are hereby expressly disclaimed by Max Life including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, delivery, quality, quantity, merchantability, fitness for use or non infringement in respect of any prizes acquired under the Programme or any transactions effected through the Programme; (b) The Participants expressly agree that his/her participation in the Programme is at the Participant's sole risk and is governed by the terms and conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Programme shall be construed to mean the giving of any warranty of any kind by Max Life.
28. Max Life also reserves the right to withdraw or discontinue with the Programme, without any notice, at any stage due to Force Majeure conditions or otherwise and Max Life shall bear no responsibility for cancellation or postponement of the said Programme.
29. Participation in the Programme is not linked, directly or indirectly, to purchase of any product or service from Max Life. To participate in the Programme the Participant/guardian need not be a policyholder of Max Life.
30. Max Life reserves the right, at any time, to verify the details provided by the Participants (including a Participant's identity, age and place of residence) either by itself or through an authorized representative. If at any point of time any information provided by the Participant is found to be false or misleading, the Participant shall be disqualified immediately.
31. These terms and conditions are governed in accordance with the laws of India. Any dispute with respect to the terms and conditions shall be subject to the exclusive jurisdiction of courts in New Delhi only.