

By clicking "I Accept", you acknowledge that you have read and understood the Terms and Conditions herein and unequivocally agree to be bound by these Terms and Conditions.

Terms and Conditions – "Online Talent Star"

1. Definitions

Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them below:

- a) **"Agreement"** - means these online Terms and Conditions along with the complete Registration Form. The fields in the online platform requesting you to furnish details for registration shall constitute the Registration Form.
- b) **Online Talent Star** means a reality show organized by Mobitel using online platforms as the primary entry medium, to recognize and promote individuals and teams who have the talent and skill to create, compose and perform original musical work;
- c) **"Judge/s"**- means the person or persons appointed by Mobitel for the role of judging the Contestants;
- d) **"Contestant", "You" or "you"** - means any person who seeks to register himself/herself as a competitor of the Online Talent Star, either as an individual or as a member of a team;

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter and vice versa.

2. Registration

- 2.1 You are required to complete all the mandatory fields in the Registration Form with correct, complete and accurate details. If any of the fields remain unanswered your Registration Form will not be accepted by Mobitel.
- 2.2 You agree that Mobitel shall be entitled to call for references, documentation & more information to authenticate the details given by You in the Registration Form.
- 2.3 Entries to register for the "Online Talent Star" shall commence on 12th February 2019. Entries/Registration Forms submitted after the deadline shall not be accommodated.
- 2.4 You agree and understand that Mobitel shall have the sole discretion of accepting or rejecting Your Registration Form.

- 2.5 You agree that Mobitel retains the right to withdraw your Registration Form and disqualify you from the Online Talent Star in case it is revealed that you have furnished incorrect or false information in the Registration Form.
- 2.6 If you are competing as a team, all members of the team should individually complete and submit the Registration Form to Mobitel under the name of the team and all team members should accept the Terms and Conditions herein and should unequivocally agree to be bound by the Terms and Conditions herewith.
- 2.7 The name of the team should be clearly mentioned in the given field of the Registration Form.
- 2.8 Mobitel disclaims liability for any Registrations Forms that are lost or delayed, or which are not received for any reason including technical/ transmission errors.
- 2.9 Acceptance of your Registration Form does not deem that your musical work would be accepted by Mobitel and included in the Online Talent Star. Mobitel retains the right to refuse the musical work of the Contestant even after the Contestant's Registration Form is accepted by Mobitel.

3. Eligibility

- 3.1 Mobitel staff members and other companies associated with the promotion, execution or support of the Online Talent Star including Mobitel's Advertising Agencies, as well as their immediate family members (spouse, parents, siblings, and children) and household members of each such parties shall not be eligible to be a Contestant of the Online Talent Star.
- 3.2 The Contestant should be between 18 to 40 years of age as at 1st January 2019. Any person(s) below the age of 18 or above 40 years as at 1st January 2019 will not be eligible to register and compete in the Online Talent Star.
- 3.3 The Contestant should be a Citizen of Sri Lanka.
- 3.4 The Contestant may possess academic/professional qualifications in lyric writing, music composing and/or singing but should not be a professional artist recognized and/or known to the public.

4. Requirements for Entries/submissions:

- 4.1 All Musical work for the Online Talent Star should be submitted under the following two categories:
- 4.1.1 Lyrical Music - Songs with accompanying words with/without instruments. (cannot be only instrumental music)

- 4.2 All musical work including the lyrics and music of the musical work submitted by the Contestant for the Online Talent Star, individually or as a team should be **original creations** of the Contestant and his/her team members. Any new performances, recordings or derivatives of existing musical work or cover versions shall be rejected and shall not be submitted for the Online Talent Star.
- 4.3 The maximum duration of each musical work shall not exceed three (3) minutes
- 4.4 The musical work may be in Sinhala, Tamil or English.
- 4.5 The Contestant should record his/her musical work on his/her mobile phone and should submit the musical work to Mobitel either by;
- a) wetransfer -Contestant can upload the video to star@mobitel.lk or send the same to Mobitel via email star@mobitel.lk
 - b) Any other public platform upload and sending the link to Mobitel via FB messenger
 - c) Subscribing to Mobitel YouTube channel and inboxing submission with hashtag #onlinetalentstar
- Each submission must include the name of person/name of the band, Contact Number & Email, NIC Details

5. Duration of Agreement

- 5.1 This Agreement shall commence from the date you click the "I Accept" button and shall be valid up to one (1) year after the completion of the Online Talent Star. Mobitel reserves the right to eliminate a Contestant from the competition without any compensation and/or liability, if in its sole and absolute discretion, it determines that such Contestant has failed to comply with the provisions of this Agreement or has otherwise acted in an inappropriate manner.

6. Your Rights and Responsibilities

- 6.1. You warrant and represent that all information provided for registration is true and accurate and you shall furnish such information/documentation/references as requested by Mobitel from time to time.
- 6.2. All individuals who contribute in creating a musical work submitted for the Online Talent Star should be made members of the team and all such individuals should accept the Terms and Conditions herein and should complete and submit the Registration Form to Mobitel.
- 6.3. You hereby authorize Mobitel and its authorized persons to use your personal data for the purposes of conducting the Online Talent Star.

- 6.4. You shall ensure that all musical work submitted for the Online Talent Star and any subsequent production, audiovisual works or derivative work resulting therefrom shall not contain any elements, which are subject to third party rights, in particular third party intellectual property rights. All musical works and any productions, audiovisual works or derivative work resulting therefrom should be entirely original, & created by the Contestant. If any part of the music work belongs to or is owned by a third party, you shall clearly mention the same to Mobitel at the time of submitting your Registration Form.
- 6.5. If there is a dispute as to the originality of the musical work submitted by the Contestant, the Contestant should be able to prove that the musical work is an original work created by the Contestant.
- 6.6. Notwithstanding the forgoing clause 6.5, in the event there is an allegation that the musical work is not an original work of the Contestant then Mobitel reserves the right to disqualify the Contestant and his/her musical work from the Online Talent Star with or without an investigation and without any compensation or liability to the Contestant or any third party.
- 6.7. By submitting the Registration Form, You warrant and represent that the musical work submitted for the Online Talent Star (i) is wholly original; (ii) has been legally created; (iii) does not violate applicable laws and regulations; and (iv) does not infringe the intellectual property rights of any third party. You further warrant and represent that you have not granted or transferred any rights in or to the musical work to any third party prior to the date of submission of the musical work to the Online Talent Star.
- 6.8. You shall not transfer or grant any rights in or to the musical work to any third party after the musical work has been submitted to the Online Talent Star. Any such transfer or granting of rights in the musical work to a third party shall be done only after written approval of Mobitel.
- 6.9. You shall ensure that your musical work does not contain any material/content/words which is/are unethical, obscene, offensive, abusive, harassing, indecent, illegal, defamatory, scandalous, or political. You shall further ensure that your musical work does not contain any material/content/words which violate third party rights including third party intellectual property rights or which has a conflict of interest with Mobitel or which promotes a competitor of Mobitel or damages the reputation or image of Mobitel.
- 6.10. You shall be responsible for any and all costs and expenses relating to the development and deployment of the musical work and all cost and expenses incurred in taking part in the Online Talent Star including without limitation any travelling expenses, accommodation & meal expenses.

- 6.11. You warrant that you have the legal right/lawful authority to submit the musical work to the Online Talent Star and that there are no legal or other impediments preventing you from submitting and making available the musical work to the Online Talent Star.
- 6.12. You hereby give Mobitel the right to publish and/or broadcast the musical work submitted by you to the Online Talent Star on social media and other channels selected by Mobitel.
- 6.13. In the event the musical work is submitted by a team and at any stage of the Online Talent Star there is a deadlock among the members of the team or if any or all of the Contestant(s) cease to be part of the team, Mobitel shall have the discretion to decide whether to disqualify the team of Contestants/any Contestant and withdraw any prizes won.
- 6.14. You shall not assign your obligations hereunder created. Similarly, if the musical work is submitted by a team, no changes or substitutions shall be done to any members/Contestants of any team. In the event of any change/substitution of team members, Mobitel shall have the discretion to decide whether to disqualify the team of Contestants and withdraw any prizes won.
- 6.15. If you fail to attend the Online Talent Star due to any reason You are required to inform Mobitel at least one week in advance.
- 6.16. You should not canvass, offer or agree to give any kind of gifts, commissions, rebate or inducement to any person deployed by Mobitel or any of the selected mentors or Judges of the Online Talent Star.
- 6.17. You shall not engage in any act or omission that will result in any damage to the reputation of Mobitel or result in any claim or action against Mobitel by a third party.
- 6.18. You shall not breach any of your obligations under the Agreement or any of the terms and conditions herein.
- 6.19. The Contestant shall comply with and adhere to the standard terms and conditions of Facebook, YouTube and other online platforms applicable in participating in the Online Talent Star.
- 6.20. Mobitel reserves the right to disqualify any Contestant and the Contestant's musical work if the Contestant is in Mobitel's opinion in breach of any of the terms and conditions in this Agreement. Further, Mobitel reserves the right to disqualify any Contestant and the Contestant's musical work on any grounds considered reasonable by Mobitel.

7. Selection of Potential Winners

- 7.1. The Online Talent Star shall consist of three rounds. The winner(s) will be selected at the final round of the Online Talent Star.

- 7.2. Selections at first and second rounds shall be done by the Judges appointed by Mobitel.
- 7.3. The names of Contestants shortlisted after first round and selected to compete in the second round will be published on Mobitel YouTube and other designated social media channels.
- 7.4. The final round will not involve any Judges and the winner(s) will be selected by SMS votes of the public.
- 7.5. You acknowledge that the Judges shall have the sole right in selecting Contestants at the first and second rounds of the Online Talent Star.
- 7.6. You accept and acknowledge that the Judges' decision at the first and second rounds of the Online Talent Star be the final decision relating to the competition at respective selection rounds and You shall unconditionally accept the decision of the Judges.
- 7.7. You acknowledge that there is no right to appeal against the decision of the Judges.
- 7.8. Should any disputes arise in connection with the identity of a Contestant, a decision shall be made after due inquiry by the Judges and/or Mobitel.
- 7.9. If it is later found that the winner (a) has submitted incorrect and/or false information, or (b) has submitted a musical work which was not developed by him/her or (c) has submitted a musical work which is not his/her original creation or (d) has acted in a manner contrary to the provisions of these Terms and Conditions, then any prizes won by the winner shall be liable to be forfeited and/or reclaimed from the winner.
- 7.10. If you are selected as a winner of the Online Talent Star it shall be mandatory for you to attend the Prize awarding ceremony.
- 7.11. You agree that Mobitel's decision regarding the winner (s) of the Online Talent Star shall be final and there shall be no right to appeal against the decision of Mobitel. You agree to unconditional accept the decision given by Mobitel on the winners of the Online Talent Star.

8. Prizes

- 8.1. Mobitel shall have the sole discretion of determining the prizes offered under the Online Talent Star competition.
- 8.2. You acknowledge that the Prizes are not negotiable, transferable or refundable and must be accepted as awarded.
- 8.3. No cash or other substitution may be made, except by Mobitel who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) if the prize is not available for any reason as determined by Mobitel, in its sole discretion.
- 8.4. The Prizes offered if any, shall be considered as income to a winner and the Contestant shall be responsible for all taxes associated with the receipt of a prize.

- 8.5. Mobitel shall not provide any warranty on Prizes offered including but not limited to the manufacturing defects, quality, materials, workmanship, suitability for any purpose and the warranty applicable shall be limited to the warranty offered by supplier, if any.
- 8.6. You acknowledge that Mobitel shall not be liable for any loss whatsoever, arising in connection with the providing of the Prizes and that You shall fully indemnify and hold Mobitel harmless against all claims and/or damages arising from awarding the prize to you.
- 8.7. You understand that Mobitel may offer to produce and record your musical work through a reputed Music Recording Studio selected by Mobitel subject to availability of resources and internal approvals. You hereby grant Mobitel the first right of refusal to produce and record your musical work through a Music Recording Studio. If the right is availed by Mobitel, Mobitel will forward to you the applicable terms and conditions relating to the said arrangement.
- 8.8. If you are selected as a winner, you agree to perform at the Mobitel Cash Bonanza event if requested by Mobitel without any cost or charge to Mobitel.
- 8.9. If you are selected as a winner you shall grant Mobitel an exclusive license to deliver, broadcast, publicize and disseminate the winning musical work and other musical work of yours through various Mobitel channels for an exclusive period of three months' subject to such commercial terms as shall be prescribed by Mobitel.
- 8.10. You acknowledge and permit Mobitel to use Your photos, videos, and images in Mobitel advertisements relating to the Online Talent Star and that You grant Mobitel permission to have your images, photos, videos displaying in Mobitel advertisements at Mobitel's discretion.

9. Miscellaneous:

- 9.1 Intellectual Property Rights: The Contestant undertakes not to cause or permit any action that may damage the Intellectual Property Rights of Mobitel or of any other Contestant of the Online Talent Star or endanger Mobitel's or any other Contestants' title to his/her respective Intellectual Property Rights.
- 9.2 Confidentiality: The Contestant shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, intellectual property rights, trade secrets, ideas or initiatives which are of a confidential nature and have been disclosed to the Contestant by Mobitel or by any other contestant of the Online Talent Star irrespective of whether the said information is marked as Confidential or with a similar legend by the disclosing Party.

- 9.3 Assignment. The Contestant shall not assign or transfer any part of this Agreement without the written consent of Mobitel.
- 9.4 No Waiver. Failure to enforce any provision of this Agreement by Mobitel will not constitute a waiver.
- 9.5 Amendments. The Terms and Conditions herein are subject to change from time to time by Mobitel at its sole discretion and you undertake to abide by such changes.
- 9.6 Severance:
- a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
 - b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 9.7 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 9.8 Entire Agreement. This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
- 9.9 Limitation of Liability:
- 9.9.1 Mobitel disclaims liability for any technical errors, transmission issues, technology defects and network issues which may occur in respect of the Online Talent Star.
 - 9.9.2 Mobitel telecommunication services are made available "as is" or "as available" basis and Mobitel does not make any representation or warranty, express or implied in relation to the service quality, availability, security, timeliness, accessibility, uninterrupted use, accuracy, speed, completeness, merchantability, satisfactory quality, non-infringement and/or fit for a particular purpose.
 - 9.9.3 Mobitel does not assume any responsibility for any SMS votes sent under the Online Talent Star or for any SMS messages lost or non-delivered.
 - 9.9.4 Mobitel disclaims responsibility and liability for any damages, loss, pain, mental distress or suffering incurred or experienced by any Contestant by entering and/or participating in the Online Talent Star.
 - 9.9.5 Mobitel shall under no circumstances whatsoever be liable to the Contestant or to any third party for any direct damages, indirect damages, consequential damages, special damages, incidental damages, punitive damages, loss of profit, loss of

revenue and the like under or in connection with the Agreement. Similarly, liability for corruption, destruction, breach or loss of any data or any SMS is likewise excluded.

9.9.6 The liabilities limited by the foregoing Clauses apply:

- a) To liability for negligence;
- b) Regardless of the form of action whether in contract, tort, strict liability, indemnity or otherwise;
- c) Even if Mobitel is advised in advance of the possibility of damages in question or that the damages were foreseeable, and
- d) Even if the Contestants' or a third party's remedies fail of their essential purpose.

9.9.7 If applicable law limits the application of the provision of this clause 9.9, Mobitel's liability will be limited to the maximum extent possible.

9.9.8 The Contestant shall indemnify and hold harmless Mobitel, and its holding company, subsidiaries, affiliates, successors, assigns, and its officers, directors, shareholders, employees and agents from and against any and all claims, losses, damages, liabilities, demands, suits, proceedings, costs, expenses, actual or alleged arising out of and/or in any way connected with any breach of any representation, warranty, term or condition or agreement herein made or any illegal or unauthorized activity, breach of statutory obligation carried out by the Contestant or any claims, demands and/or allegations of fraud, duplication, malpractice committed by the Contestant or any claims and/or allegations of infringement of intellectual property rights of any third party by the Contestant. In the event of any such action being brought against Mobitel by any third party, the Contestant shall compensate Mobitel in respect of all expenses and losses arising out of the same, inclusive of any indirect and consequential damages, legal costs and any cost of settlement to which Mobitel shall enter into with such third party.

9.10 Governing law and jurisdiction: This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of Sri Lanka, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Sri Lanka.

9.11 Mobitel retains the right to temporarily or permanently suspend the Online Talent Star or completely cancel the Online Talent Star at any time without adducing any reasons and

without any notice. Mobitel shall not be liable for any compensation or any other liability for exercising its rights in this clause 9.11.

9.12 The Contestant accepts that the Contestant has read and understood the Terms and Conditions mentioned herein and agree to be bound by the said Terms and Conditions.

9.13 The provisions of clauses 6.4, 6.7, 6.8, 6.9, 6.11, 6.12, 6.17, 7.5, 7.6, 7.7, 7.9,7.11, 8, 9.1, 9.2, 9.5,9.9, 9.10,9.13, 9.14, all representations and warranties and any other clause which by its nature or context is intended to survive shall survive expiry or termination of this Agreement.

9.14 Termination or expiry of this Agreement shall be made without prejudice to the accrued rights and liabilities of the parties at the date of termination or expiry, unless waived in writing mutually by the parties.