

TakeTen Programme – Terms & Conditions

This document contains the terms and conditions ("**Terms & Conditions**") between **ACVC Productions Private Limited** ("**Film Companion**", "**we**", "**our**", "**us**") and you, the reader of these Terms ("**you**", "**your**").

The Terms & Conditions that govern your participation in Season 2 of the short film-making programme organized by Film Companion along with Netflix Entertainment Services India LLP ("**Netflix**") in India, titled "**TakeTen Programme**". By accepting these Terms & Conditions, you agree to abide by all policies, guidelines and rules posted by Film Companion on its website 'www.taketen.in', mobile applications, or on any other platforms owned and operated by Film Companion ("**Film Companion Platform**").

By submitting an Application (*defined below*) for the TakeTen Programme, you agree to be bound by these Terms & Conditions.

Film Companion reserves the right to update, revise, modify or replace the Terms & Conditions or any portions thereof ("**Updates**") at its sole and absolute discretion, where such Updates may be posted by Film Companion on any or all Film Companion Platforms. It is your responsibility to check Film Companion Platforms from time to time to stay updated on the Updates to the Terms & Conditions. Your continued use of the Film Companion Platform and/or participation in the TakeTen Programme following the posting of the revised Terms & Conditions by Film Companion shall be deemed to be your acceptance of the Terms & Conditions (including the Updates, if any) or any portion thereof and same shall be binding on you.

1. DEFINITIONS:

- 1.1. **Application:** the application form available at www.taketen.in to be submitted by the 'Participant' (defined below) in the form and manner described under 'Application Process'.
- 1.2. **Finalist:** the top 5 Participants selected in the final round of the TakeTen Programme and who would receive the Production Fund (as defined under point 5).
- 1.3. **Participant(s):** an individual being 18 years or older participating in the TakeTen Programme by submitting an Application.
- 1.4. **Platform:** Netflix India YouTube Channel and/or any other channels or platforms owned and/or operated by Film Companion and/or Netflix.
- 1.5. **Pilot Episode:** first episode of the Series to be written and produced by the Finalists.
- 1.6. **Series:** written outline for an episodic audio-visual series being a minimum of 6 (six) episodes.

- 1.7. **TakeTen Programme:** the film making programme organized by Film Companion along with Netflix, to identify 5 (five) emerging talented local filmmakers from India.

2. **ELIGIBILITY FOR PARTICIPATION IN TAKETEN PROGRAMME:**

- 2.1. To be eligible to apply and participate in the TakeTen Programme, a Participant will need to fulfil the following criteria:
- a) he/she/they shall be a minimum of 18 years or above at the time of entry;
 - b) he/she/they shall be a citizen and resident of India;
 - c) he/she/they shall have a good speaking and writing command over any one of the following languages: Marathi, Hindi, English, Kannada, Malayalam, Bengali, Punjabi, Gujarati, Telugu and Tamil; and
 - d) he/she/they should have the ability to understand and converse in English language.
- 2.2. Film Companion may provide additional criteria or revise the criteria for eligibility, if it deems fit, in its sole discretion and with retrospective effect.
- 2.3. Film Companion reserves the right to request the Participant for documentary proof of eligibility or compliance with these Terms & Conditions.

3. **APPLICATION PROCESS:**

- 3.1. Participants that meet the eligibility requirements mentioned in clause 2 above, shall submit 1 (one) Application that shall contain 1 (one) original short film ("**Proof of Concept Video**"). In the event any Participant submits more than 1 (one) Application and Proof of Concept Video, Film Companion may, at its sole discretion, review the first Application submitted by the Participant.
- 3.2. **Application Requirements:** To be eligible for consideration for the TakeTen Programme, the Application will need to fulfill the following requirements:
- a) it should be in one of the following languages: English, Marathi, Hindi, Kannada, Malayalam, Bengali, Punjabi, Gujarati, Telugu and Tamil;
 - b) where the Application has been submitted in any language other than English, the Participant shall also submit the English translation of the Application along with the Application in the original language.
- 3.3. The Application must contain:
- a) personal details of the applicant;
 - b) a log line of the Series;
 - c) summary of the Pilot Episode that the Participant aims to produce, if the Participant becomes the Finalist; and
 - d) Proof of Concept Video, in the manner detailed below.

- 3.4. Film Companion may request additional information from the Participants as may be necessary to evaluate the Application, and the Participants shall provide such information to Film Companion.
- 3.5. **Proof of Concept Video Requirements:** To be eligible for consideration for the TakeTen Programme, the Proof of Concept Video will need to fulfill the following requirements:
 - a) it shall be created/developed/produced by the Participant;
 - b) it shall be original and specifically developed and produced by the Participant for the TakeTen Programme;
 - c) it shall be based on the on the theme of 'Time' or such other theme as communicated by Film Companion ("**Theme**");
 - d) it shall be shot on a mobile phone;
 - e) it shall not exceed the duration of 2 (two) minutes; and
 - f) it should be uploaded on YouTube as unlisted link
- 3.6. The Proof of Concept Video submitted by the Participant shall be specifically produced for TakeTen Programme and the Participant shall not submit any pre-existing work/film, whether previously released or unreleased.
- 3.7. **Timeline for Application:** Film Companion shall share the timeline for submitting the Application on any of the Film Companion Platforms. Film Companion may, at its sole discretion, close the Application for participation in TakeTen Programme, earlier than the deadlines posted on Film Companion Platform and the Participant shall not raise any claims/disputes in this regard.
- 3.8. **By submitting an Application and Proof of Concept Video, each Participant further agrees and acknowledges that:**
 - a) only the Applications and Proof of Concept Video submitted by the Participant that are in line with the requirements detailed herein shall be reviewed by Film Companion.
 - b) Participant shall be responsible to ensure that mobile phone used for TakeTen Programme has access to stable internet connection with basic access to technology at all times during the TakeTen Programme. Any default or delay caused by or to the Participant due to an unstable internet connection or for any other reason shall not be the responsibility of Film Companion.
 - c) Film Companion is not under any obligation to inform the Participant about the rejection of its Application. Film Companion shall communicate the Participant about the selection of his/her Application via an email to the email-address provided by the Participant during the application process ("**Confirmation Email**"). Applications of the Participants that do not receive a Confirmation Email, shall be deemed to have been rejected by Film Companion.
 - d) the decision of Film Companion in shortlisting/selecting the Applications for TakeTen Programme or with respect to the Application Process or any other

matter relating to the participation of the Participant shall be absolute and final and no Participant shall be entitled to raise any dispute/claims of any kind or nature, in this regard. Further, Film Companion shall not be required to justify or explain its decision of selection and/or rejection of any Application to any Participant or any other third party in any manner whatsoever.

- e) these Terms & Conditions shall continue to be applicable to the Participant during the entire course of its participation in the TakeTen Programme and even thereafter (to the extent applicable).
- f) all costs and expenses of any kind or nature, incurred by the Participant in connection with its participation in the TakeTen Programme (at round and stage of the programme) shall be borne by the Participant, without any recourse to Film Companion and/or its licensees/assignees.

4. SELECTION PROCESS:

4.1. The Applications that meet the defined eligibility criteria shall be presented to the jury i.e., a set of curators selected by Film Companion in its sole and absolute discretion, to review the Applications ("**Jury**"). The decision with respect to the selection/rejection or any other aspect of the Application or Participant's participation in the TakeTen Programme as taken by the Jury and confirmed by Film Companion shall be final and binding and no Participant shall be entitled to raise any dispute/claims of any kind or nature, in this regard. Film Companion, may at its sole discretion, display/publish the names of the curators/Jury for each round of TakeTen Programme on its website or Film Companion Platforms. For the sake of clarity, Film Companion shall not be required/obligated to disclose the names or any other information about the Jury to the Participants.

4.2. Based on the Application and the Proof of Concept Video, Film Companion/Jury shall select 150 (one hundred and fifty) Participants for the first round of Take Ten Programme.

4.3. First Round of TakeTen Programme:

- a) Out of the 150 (one hundred and fifty) Applications selected, Film Companion shall further shortlist 50 (fifty) Participants.
- b) The foregoing 50 (fifty) Participants shall be required to pitch their concept for the Series in 30 (thirty) – 40 (forty) minutes to a panel of judges appointed by Film Companion, via a video call ("**Pitch**").
- c) The Participants shall make the Pitch in English language.
- d) Based on the Pitch, the judges shall further shortlist 20 (twenty) Participants for the second round of TakeTen Programme.

- e) The 20 (twenty) Participants shortlisted after this round may get the opportunity to participate in a 1 (one) day workshop organised by Film Companion.

4.4. Second Round of TakeTen Programme:

- a) The 20 (twenty) Participants shortlisted in the second round of the TakeTen Programme, shall be required to develop and submit: a) a script for the Pilot Episode; b) the briefs of each episode of the Series; and c) a summary of the vision for season 2 of the Series (collectively "**Script**").
- b) To be eligible for consideration for the final round of TakeTen Programme, the Script shall be: i) developed by the Participant; ii) original and specifically created for TakeTen Programme; and iii) submitted within 4 (four) weeks of selection of the Participant for the second round of the TakeTen Programme.

- 4.5. Final Round of TakeTen Programme:** Based on the Script, Film Companion shall shortlist the top 5 (five) Participants as Finalists.

5. FINALISTS:

- 5.1. Each Finalists shall: (a) write, develop, produce and submit the Pilot Episode using the Production Fund (as defined below); (b) write and submit the summaries of the scripts for the remaining episodes of the Series ("**Script Summaries**"); and (c) brief about the vision for season 2 of the Series ("**Brief**").
- 5.2. **Production Fund:** Each Finalist shall receive a production funding of INR 12,00,000 (Indian Rupees Twelve Lakhs Only), which amount shall be inclusive of all applicable taxes ("**Production Fund**"). Each Participant agrees and acknowledges that:
 - a) The Production Fund shall be paid by Film Companion directly to the Finalist's bank account and for the sole purpose of developing and producing the Pilot Episode (as defined above).
 - b) Finalists agree that they shall not be entitled to receive to any additional payment, funds, amounts (i.e., over and above the Production Fund mentioned herein) or any reimbursement of costs and expenses that the Finalist may incur towards the development and production of the Pilot Episode or for its participation in TakeTen Programme.
 - c) All other taxes, if any, associated with the acceptance of the Production Fund shall be the sole responsibility of the Finalist.
 - d) The Production Fund, which shall be inclusive of all taxes, shall be transferred to the Finalist by way of cheque or transfer of funds in the Finalist's bank account. Film Companion shall not be responsible for any errors made by the Finalists when submitting the bank details for this purpose.

- e) Finalists shall present/submit documents and records, evidencing the allocation and usage of the Production Fund towards the development and production of the Pilot Episode, as and when required by Film Companion.
- 5.3. **Timeline:** Film Companion would provide 1 (one) month time period for production and post-production work of the Pilot Episode to each Finalist.
- 5.4. Finalists shall endeavour to include underrepresented individuals, especially women and members of the LGBTQIA+ community as part of the crew assisting the Finalists for the TakeTen Programme or as part of the Series/Pilot Episode. Film Companion reserves the right to inquire and request the Finalist for a proof of compliance with the foregoing requirement.
- 5.5. Netflix shall have the option but not the obligation to feature as many of the Pilot Episode(s) submitted by the Finalists on its YouTube channel or to exploit the same on any other platform, in its sole discretion.
- 5.6. **Workshops:** In addition to the above, each Finalist may get an opportunity to:
 - a) participate in a 4 (four) – 5 (five) days' workshop by the industry leaders, where such industry leaders shall be determined by Film Companion, in its sole and absolute discretion; and
 - b) attend a pitch tank organized by Netflix.For the sake of clarity, Film Companion and/or Netflix shall not be obligated to provide the foregoing benefits to the Finalists and the same shall be at Film Companion's and Netflix's sole discretion.
- 5.7. Each Finalist shall be required to execute a separate agreement with Film Companion and/or Netflix, which agreement shall be provided to the Finalist upon the completion of the final round of the TakeTen Programme.

6. GENERAL TERMS:

In addition to the above, each Participant agrees and acknowledges that:

- 6.1. all materials, including the Scripts, Series, Pilot Episodes, pitched and submitted by the Participant at any stage/round of TakeTen Programme shall be created specifically for TakeTen Programme and the Participant shall not submit any pre-existing works, whether released or unreleased, at any round/stage of the TakeTen Programme.
- 6.2. All shortlisted Participants after each round of TakeTen Programme will be communicated about their selection for the subsequent round via an e-mail at the e-mail address provided by the Participant in its Application. The Participants who do not receive an email from Film Companion confirming their selection for the subsequent round of TakeTen Programme shall be deemed to have been rejected. If the Participant is ineligible, cannot be reached, or fails to respond within 2 (two) days

upon receiving the notification of his/her/their selection, then such unavailability shall be deemed to be a forfeiture by the Participant to continue to the next round of TakeTen Programme. Participant agrees and acknowledges that no further correspondence of whatsoever nature relating to shortlisting/selection/rejection of Applications shall be required to be entertained by Film Companion or any other third party. For the sake of clarity, Film Companion or any third party shall not be required/obligated to respond to any correspondence from the Participant in relation to shortlisting/selection/rejection of their Applications.

- 6.3. at all stages/rounds of the TakeTen Programme, including the Application process, the Participants shall comply with all such rules and policies, quality standards and other specifications as communicated by Film Companion from time to time. Film Companion reserves the right to disqualify any Participant that does not comply with the rules and policies, quality standards and other specifications communicated by Film Companion.
- 6.4. Film Companion shall have the absolute discretion to make any and all decisions in relation to TakeTen Programme including, the decision of shortlisting/selecting any Participant in each round of TakeTen Programme, decision with respect to disqualification of any Participant at any round of the TakeTen Programme, any right to suspend or cancel any workshops and other benefits to the Participants posted on Film Companion Platform, and its decisions shall be final and binding. No Participant shall be entitled to raise any dispute/claims of any kind or nature, in regards to the same. Further, Film Companion shall not be obligated in any manner to justify or explain its decision to any Participant or any other third party whatsoever, with respect to selection and/or rejection of any Participant in any round of TakeTen Programme or with respect to any other decision pertaining to the TakeTen Programme and the participation of the Participant.
- 6.5. Netflix and Film Companion do not provide any guarantees, undertakings or warranties in relation to a Participant's chances of being selected for any of the rounds as mentioned above or of becoming a Finalist or with respect to any other aspect of the TakeTen Programme and the participation of the Finalist.
- 6.6. notwithstanding anything contained herein, Film Companion reserves the right to amend and/or modify the Terms & Conditions and if so deemed necessary by Film Companion, suspend and/or even terminate the TakeTen Programme, at its sole discretion.
- 6.7. Film Companion further reserves the right to replace, in its discretion, any Participant(s) (including the Finalist(s)) who for any reason fails, or is disqualified from, or is unable, to participate in any round of the TakeTen Programme, with any other Participant, notwithstanding that such Participant may have been previously eliminated from the TakeTen Programme.

- 6.8. if at any point, it is determined by Film Companion that any Participant has tampered with the Film Companion Platform(s), or any data / servers / database / etc. related to the TakeTen Programme, Film Companion reserves the right, in its discretion, to revoke any benefits that the Participant may be entitled to, including the Production Fund (in case of Finalists) and / or initiate litigation as deemed fit and necessary by the Film Companion.
- 6.9. the Participants and Finalists, in order to claim/ redeem benefits and the Production Fund may be required to send/furnish attested copies of a valid photo ID proof issued by the Government with address (passport, or any other Government identity proof, etc.) and any other documents as communicated by Film Companion, within such time as specified by Film Companion, in its sole and absolute discretion. In the event, the Participant fails to furnish any such documents within such time as communicated by Film Companion, Film Companion shall not be obligated to provide any benefits to such Participant(s).
- 6.10. the Participant/Finalist (as may be applicable) hereby agrees that he/ she shall not hold Film Companion responsible for any delays and/ or disputes and/or claims arising out of the Production Fund or any other benefits that the Participant/Finalist may be entitled to receive. Film Companion may, in its sole and absolute discretion, refuse to gratify the Participants in the event of any fraud, dishonesty, or non-entitlement on the part of the Participant(s), to participate in the TakeTen Programme under the Terms & Conditions.
- 6.11. **prohibited activities:** Participant shall not commit any illegal/unlawful acts or omissions including, without limitation:
- a) cause or authorize any third to cause any viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, on Film Companion Platforms or use any other similar software that may damage the operation of any third party's computer or property using the Film Companion Platforms.
 - b) use Film Companion Platforms in any manner that may damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of the Film Companion Platforms.
 - c) attempt to gain unauthorized access to the Film Companion Platforms, or other accounts, computer systems or networks connected to any server through hacking, password mining or any other means.
 - d) obtain or attempt to obtain any materials or information stored on Film Companion Platforms, its servers, or associated computers through any means not intentionally made available through the Film Companion Platforms.

7. INTELLECTUAL PROPERTY RIGHTS:

- 7.1. Each Participant agrees and acknowledges that if the Participant is selected as a Finalist, all rights, title and interest, including the right to broadcast, stream, publish, transmit, communicate to public, distribute, reproduce, sell, rent, or exercise any other right in and to the works developed and created (at whatever stage of completion) for the purpose of the TakeTenProgramme, including without limitation, the concepts, Proof of Concept Video, Pilot Episodes and all the underlying works including, any literary works, musical works, artistic works, performances embodied therein, and, any other materials/works or intellectual property, conceived, created, developed or produced, performed or submitted by such Participants/Finalists, during its participation in TakeTen Programme ("**Works**"), shall stand assigned to Film Companion for perpetuity and throughout the world and for exploitation on all modes and media whether currently in existence or that develop in future, in lieu of the Production Fund. Without any prejudice to the generality of the foregoing, Film Companion and its licensees/assignees shall have the right but not the obligation to exploit, publish and promote the Pilot Episodes and the Works across the Platforms (as defined above), their website, social media page, YouTube channel, OTT platforms as well as at film festivals.
- 7.2. To the extent that the assignment does not apply to any new mode, media or format of exploitation that may emerge in future ("**New Media**"), the Participant and/or the Finalist (as applicable) hereby grants Film Companion, an irrevocable, perpetual, worldwide and exclusive licence to exploit the Works via New Media. Participant and/or the Finalist (as the case may be) expressly agree that the provisions of 19(4) and 19A read with 30A of the Copyright Act shall not apply to these Terms & Conditions.
- 7.3. Each Participant further authorises Film Companion to (i) take audio, visual and/or audio-visual recordings of the voice, performance, appearance and any all activities and Works presented and performed by the Participant during its participation in the TakeTen Programme ("**Participation**"); and (ii) to edit, alter, modify, cutdown or create any derivative content based on the Participation, to use and/or exploit the same as part of and in connection with TakeTen Programme and advertising, marketing, promotional, publicity thereof, in any manner deemed fit by Film Companion, in its sole and absolute discretion. Further, Film Companion shall also have the right to use Participant's Attributes (as defined below) on Film Companion Platforms in connection with the TakeTen Programme.
- 7.4. Participant hereby assigns all rights, title and interest in and to its Participation, in favour of Film Companion, for perpetuity and throughout the world and for exploitation on all modes and media whether currently in existence or that develop in future.
- 7.5. The Participant hereby grants to Film Companion, for the entire duration of the TakeTen Programme, an irrevocable and exclusive licence to use/exploit (in whole or

in part) the Proof of Concept Video, Works, Scripts and other materials developed, produced and submitted by the Participant at any stage/round of TakeTen Programme on any platforms, mode and media, including the website and social media platforms owned and operated by Film Companion, trade publications, press releases etc and in the manner that Film Companion deems fit, in its sole and absolute discretion. For the sake of clarity, Participant agrees and acknowledges that it shall not, for the entire duration of the TakeTen Programme, have the right to exploit the Proof of Concept Video, Works, Scripts and other materials developed, produced and submitted by the Participant at any stage/round of TakeTen Programme on any platforms, mode and media or transfer any rights, title or interest (of any kind or nature) therein to any third party.

- 7.6. The Participant and/or Finalist (as applicable) hereby waives the benefit of any provision of law known as 'droit moral' or any similar or analogous law or decision in any country of the world to the fullest extent permitted by applicable law, that might limit or restrict in any way the right of Film Companion and/or Netflix to fully enjoy and exploit all rights in and to the Participation and/or Works throughout the world, or which might require additional payment by Film Companion and/or Netflix.
- 7.7. Participant and/or the Finalist undertakes to execute such further documents, agreements, forms etc. as may be required by Film Companion to perfect the rights granted herein by the Participant and/or the Finalists (as the case maybe). In this regard, the Participant and/or the Finalists grants Film Companion, a power of attorney to do such acts and execute such documents necessary if the Participant and/or the Finalists fails to execute the requisite documents within 5 (five) business days of Film Companion requesting the Participant and/or the Finalists to execute such documents.
- 7.8. Participant agrees and acknowledges that all aspects, including all creative aspects, of TakeTen Programme, Participant's Participation and/or publicity, promotion, use and/or exploitation of the thereof, shall be at the Film Companion's and/or its licensees/assignees sole discretion.
- 7.9. Finalists agree and acknowledge that the Film Companion and Netflix shall have the right but not the obligation to exploit the Pilot Episode(s) and/or Works on the Platforms (as defined above) or any mode, media or platform.

8. PROMOTION AND MARKETING:

- 8.1. Film Companion shall have the right to use the name, voice, biography and likeness, image, or any other attributes of the Participants ("**Participant's Attributes**") in the publicity materials created for promotion/marketing of Take Ten Programme, where such publicity materials may be exploited by the Film Companion and/or its licensees/assignees in any and all media for perpetuity and throughout the world, without additional compensation, notification or permission to/of the Participant.

- 8.2. Participant agrees to participate in such marketing and promotional activities, as required by Film Companion.

9. PARTICIPANT'S PERSONAL DATA:

- 9.1. By submitting the Application for the TakeTen Programme, the Participant shall provide personal data to Film Companion. This personal data will be processed in accordance with the applicable laws and regulations and in line with the Film Companion privacy policy attached at <https://www.filmcompanion.in/privacy-policy>, as may be updated from time to time.
- 9.2. The Participant agrees and acknowledges that: (i) Film Companion shall have the right to collect, use, and store personal data provided by the Participant which shall include first name and surname, address details, telephone number, email address, date of birth, countries of residence and citizenship, gender, professional experience, government ID, financial information, banking information and any other information that Participant may provide in connection with the TakeTen Programme ("**Personal Data**"); and (ii) Film Companion may use, transfer or disclose such Personal Data to third parties such as IT (information technology) service providers for the purpose of TakeTen Programme and for any communication regarding events organised by Film Companion, and the Participant confirms that the Participant has no objection in respect thereof.

10. PARTICIPANT'S REPRESENTATION AND WARRANTIES:

Each Participant represents and warrants that:

- 10.1. Participant has the power and authority to accept and perform these Terms & Conditions and grant all rights hereunder;
- 10.2. it is not under any disability, restriction, or prohibition, whether legal, contractual, or otherwise, which shall prevent the Participant from performing or adhering to these Terms & Conditions and Participant has not entered into and shall not enter into any agreement that may violate these Terms & Conditions or any provision hereof;
- 10.3. the Works including, Pilot Episodes, Scripts, Proof of Concept Video, and any other materials furnished/submitted by the Participant (and/or any third party engaged by the Participant) at any stage of the TakeTen Programme, have been originally developed by Participant only for TakeTen Programme;
- 10.4. Participant has all rights (including copyright), title and interest in and to the Pilot Episode, Proof of Concept Video, Works, Scripts and other materials developed, produced and submitted by the Participant at any stage/round of TakeTen Programme;

- 10.5. the Works, including, any Pilot Episode, Proof of Concept Video, Scripts and other materials developed, produced and submitted by the Participant at any stage/round of TakeTen Programme do not violate any law or infringe any third-party rights including without limitation, copyright and other intellectual property rights, privacy rights, personality rights, etc;
- 10.6. The Works including, any Pilot Episode, Proof of Concept Video, Scripts and other materials developed, produced and submitted by the Participant at any stage/round of TakeTen Programme, shall not be obscene, offensive, blasphemous or defamatory of any person and shall comply with all the applicable laws;
- 10.7. Participant has obtained all consents/permissions/licences to develop, produce, submit and exploit the Pilot Episode, Proof of Concept Video, Works, Scripts and other materials developed, produced and submitted by the Participant at any stage/round of TakeTen Programme and no other consents/permissions/licences are required by Film Companion and/or its licensees/assignees to exploit the same;
- 10.8. the Works, including, all Pilot Episode(s), Proof of Concept Video(s), Script(s) and other materials developed, produced and submitted by the Participant at any stage/round of TakeTen Programme as well as the rights granted hereunder are and will be free and clear of liens, encumbrances, or claims of any kind or nature including, all claims relating to royalties or any other payments to any third parties including any copyright societies;
- 10.9. Participant shall comply with the applicable laws;
- 10.10. Participant shall not transfer any rights in and to the Works, Scripts, Proof of Concept Videos and any other materials developed, produced and submitted by the Participant at any stage/round of TakeTen Programme, to any third party, until their works are rejected at any round of TakeTen Programme, as communicated by the Film Companion in writing (emails permitted); and
- 10.11. No litigation, arbitration, or administrative proceedings are threatened, or, pending against the Participant and/or the Works, which affect the rights of Film Companion under these Terms & Conditions or that call into question the validity or performance of these Terms & Conditions or Participant's other obligations in relation to TakeTen Programme.

11. TERMINATION AND DISQUALIFICATION:

- 11.1. Film Companion reserves that right to disqualify any Participant at any round of TakeTen Programme if, in Film Companion's sole discretion, any Participant: a) is in breach of these Terms & Conditions or any part thereof, or any other rules and/or policies of Film Companion and/or TakeTen Programme; b) does not meet the criteria for eligibility or any requirements during any round of TakeTen Programme; c) has engaged in any misconduct that is, in Film Companion's discretion,

detrimental or unfair to Film Companion, TakeTen Programme, or any other Participant; or d) for any other reason that Film Companion may, in its sole discretion deem fit.

- 11.2. Film Companion may permanently or temporarily cancel, abandon, terminate, modify, or suspend TakeTen Programme or Production Fund(s) in the event: i) Film Companion believes that TakeTen Programme cannot be executed or run as planned, due to impracticability, technical failures, any event of force majeure (including without limitation act of god, strike, war, riots, flood, national emergencies pandemic/ epidemic or any other event beyond Film Companion's reasonable control), government measures, shortcomings by third parties that were engaged by Film Companion, disruption of the internet connection, hardware failures, failures in (telecommunication) networks, any unforeseen circumstances such as inadequate quality or number of submitted Applications; or ii) for any other reason whatsoever, where Film Companion shall not be required to assign or justify the reason for such cancellation, abandonment, termination, modification, or suspension TakeTen Programme or Production Funds. In the event, Film Companion cancels, abandons, terminates, modifies, or suspends TakeTen Programme or Production Fund(s), Film Companion shall not be liable to compensate the Participants and/or Finalists (as the case may be) in manner or pay any damages to Participants and/or Finalists for the same.

12. CONFIDENTIALITY:

- 12.1. During the course of Participant's participation in TakeTen Programme, Film Companion may disclose certain confidential, technical, financial and / or business information concerning Film Companion, information relating to TakeTen Programme, or any ideas, concepts, financial or business information, know-how, ancillary information and other proprietary information, content, audios, videos, audio-visual content, files, writings, documents, etc., in relation to Film Companion and/or TakeTen Programme which may or may not be in the public domain ("**Film Companion's Information**").
- 12.2. Participant shall keep Film Companion's Information strictly confidential and shall not disclose the same to any third party without the prior written consent of Film Companion.
- 12.3. Participant agrees that it shall not disclose the Works, including the Pilot Episode, Scripts, or any materials developed, produced and submitted at any stage of

TakeTen Programme or any information thereof, to any third party without the consent of Film Companion.

13. LIABILITY:

- 13.1. Participant agrees and acknowledges that Film Companion shall not be liable, in any manner whatsoever, in the event the Participant is unable to access the Website or proceed with or submit the Application and/or the Proof of Concept Video or participate in any round of the TakeTen Programme or if Film Companion is unable to review any submitted Applications, due to any technical failures, shortcomings by third parties engaged by Film Companion, disruption of the internet connection, hardware failures, failures in (telecommunication) networks, or any other reason that may or may not be attributable to Film Companion. For avoidance of doubt, Film Companion will not be responsible for any late/ incomplete/ corrupted/ defective Applications and/or which cannot be read or viewed for any reason, and such Applications shall stand disqualified/rejected automatically. Film Companion shall not be required to re-consider or re-open the Application or provide any compensation/damages to any Participant for such failures or provide any justification or explanation for any such failures.
- 13.2. Film Companion gives no warranties in respect of any aspect of the TakeTen Programme, or any materials related thereto or offered at the TakeTen Programme and, to the fullest extent possible under the laws governing these Terms & Conditions, disclaims all implied warranties thereto, including but not limited to warranties of fitness for a particular purpose, accuracy or any other aspect of any benefits provided to the Participants. The TakeTen Programme is provided on an "as-is" basis. Film Companion does not accept any responsibility or liability for reliance by the Participant or any third party on any aspect of the TakeTen Programme or any information provided at the TakeTen Programme or on any Film Companion Platforms.
- 13.3. Film Companion, its affiliates, process advisors and evaluators, contractors, licencees, partners and promoters are not responsible for any death, injury or damage to the Participant(s) or the Participant's or any third party's property including any computer or mobile device, relating to or resulting from participation in the TakeTen Programme.
- 13.4. Film Companion shall not be liable for any loss of personal data or the Works of the Participants. Film Companion shall not be liable to make good any such loss or dissatisfaction on account of such loss or disqualification or rejection of the Participant at any round of the TakeTen Programme. Further, Film Companion shall not be liable to make good any such loss or dissatisfaction on account any

cancellation of the TakeTen Programme or any cancellations/revocation of any benefits under the TakeTen Programme.

- 13.5. In no event shall Film Companion and its parent, subsidiaries, associates, or affiliates or any of their respective employees, key managerial personnel, directors, agents, third party service providers, contractors or its licensees/assignees shall be liable for any special, incidental, indirect, exemplary, punitive, or consequential damages of any kind arising from, including but not limited to business interruption or loss of profits, opportunities, or goodwill or any other cause whatsoever.

14. INDEMNIFICATION:

- 14.1. Participant and/or the Finalist (as the case may be) will at all times indemnify, defend and hold harmless Film Companion, and its parent, affiliated and subsidiary companies, and their respective officers, directors, employees and agents, assignees, from and against any and all claims, damages, liabilities, costs and expenses (including counsel fees) arising out of: a) the use or exploitation of the Works; b) breach or alleged breach by the Participant of these Terms & Conditions or any portion thereof including, any representations, warranties or obligations hereunder that may be expressly stated or implied; and c) any negligence, fraud or misconduct by the Participant.
- 14.2. Participant and/or the Finalist (as the case may be) shall promptly notify Film Companion of any claims received by the Participant.
- 14.3. Film Companion's approval of the Works including, Scripts, Proof of Concept Videos, Pilot Episodes, and any other materials developed, produced and submitted by the Participant at any stage of completion and/or at any round of the TakeTen Programme, shall not constitute a waiver by Film Companion of the Participant's and/or Finalist's indemnity obligations herein.

15. REMEDIES:

- 15.1. In no event shall the Participant and/or the Finalist be entitled to seek an injunctive or other equitable relief or to enjoin or restrain the production, distribution, or exhibition or exploitation of TakeTen Programme and/or the Works, in any manner whatsoever. The Participant and/or the Finalist (as the case may be) acknowledges and agrees that the Participant/Finalist's rights and remedies in any event shall be strictly limited to the right, if any, to recover damages in an action at law. Further, the Participant and/or the Finalist agree and acknowledge the Film Companion's maximum aggregate liability towards such Participant and/or the Finalist shall not, at any time, exceed the Production Fund (if any) payable by Film Companion to such Participant and/or the Finalist.

16. GOVERNING LAW AND JURISDICTION:

- 16.1. These Terms & Conditions shall be governed and construed in accordance with the laws of India. Subject to the arbitration provisions hereinbelow, the courts of Mumbai, India shall have exclusive jurisdiction with respect to any dispute arising out of these Terms & Conditions.
- 16.2. No person (i.e., either the participant, or any person on behalf of the participant) shall initiate litigation against Film Companion or its partners in any manner without first providing Film Companion a complaint at hello@filmcompanion.com and providing Film Companion a reasonable opportunity to address the complaint.

17. DISPUTE RESOLUTION:

- 17.1. In case of any disputes, claims, controversies or differences between the Participant and Film Companion arising out of or in connection with these Terms & Conditions, Participant and Film Companion shall amicably try to settle the dispute. If such disputes, claims, controversies, or differences cannot be resolved amicably by the parties, then the same shall be referred to arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("**MCIA Rules**") in effect at the time the request for arbitration is made which rules are deemed to be incorporated by reference in this clause. The arbitration award shall be final and binding on the parties. The language of arbitration will be English and the seat of arbitration shall be Mumbai, India. The tribunal shall consist of 1 (one) arbitrator who shall be jointly appointed by the parties. In the event the parties are unable to jointly decide on an arbitrator within 14 (fourteen) days of the request for arbitration, such sole arbitrator shall be appointed as per MCIA Rules. Any award (interim or final) rendered by the arbitration tribunal shall be binding on the Parties. This clause 17 is severable from the Terms & Conditions and constitutes an independent binding contract between the parties and shall survive the termination or invalidation of the Terms & Conditions. Notwithstanding the reference to arbitration, at any time, Film Companion shall be free to approach any competent authority in any jurisdiction (including the competent courts of India) in the event Film Companion needs to apply for any interim, urgent reliefs. Film Companion may approach such competent authority prior to or after commencing arbitration. The parties are to share costs and the arbitrator's costs equally. Each party will remain responsible for its own attorneys' fees. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except

as necessary to obtain court confirmation of the arbitration award, or as required by law.

18. MISCELLANEOUS:

- 18.1. **Assignment:** Film Companion may, in whole or in part, licence, transfer or otherwise assign any or all of its rights, and/or delegate any its obligations, under these Terms & Conditions to any person or entity. Participant shall not assign these Terms & Conditions or its representations, warranties and obligations hereunder to any third party.
- 18.2. **Entire Agreement:** The Terms & Conditions constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.
- 18.3. **Severability:** If any point or provision of the Terms & Conditions is declared illegal, invalid, or unenforceable under applicable current or future laws, then the remainder of the Terms & Conditions shall not be affected and shall remain in full force and effect.
- 18.4. **Contact Person:** Any notice to Film Companion, under these Terms & Conditions shall be served at hello@filmcompanion.com.
- 18.5. **Waiver :** No waiver of any breach of these Terms & Conditions or any portion thereof shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless it is made in writing and is signed by an authorized representative of the waiving party.
- 18.6. **Relationship:** The parties herein are independent contractors and nothing in these Terms & Conditions shall make them joint ventures, partners, employees, agents, or other representatives of the other party hereto. The Terms & Conditions are being executed on principal-to-principal basis.
- 18.7. **Headings:** The headings of the sections of the Terms & Conditions are inserted for convenience only and shall not be deemed to constitute part of the Terms & Conditions or to affect the construction thereof.