

## TERMS AND CONDITIONS GOVERNING PARTICIPATION IN WHALE POD

### I. **Web3-centric Reality Show Description**

"Whale Pod" is a reality show that provides entrepreneurs an opportunity to present their business ideas, mainly blockchain, cryptocurrency, DeFi, NFT, Metaverse & Web3 related, to a panel of juries or "whales". This is not a guarantee of investment from the panel juries. The investment will be offered at the jury's own discretion and elimination is decided based on a moderated voting system.

### II. **Participation Procedure**

#### ***Phase 1 – Registration and Application***

- a) In order to participate, registrants have to fill in the Registration and Application form from the Whale Pod's official website up to **seven (7) days** before each episode airs. The Registration and Application form should have been completed on or before the closing of the site in order to be considered a valid entry.
- b) Every individual is only permitted **one entry**.
- c) Once you have submitted the Registration and Application form, no changes can be made to the same. Kindly ensure that you read the form and fill in the details carefully. Once you click on the submit button, you will get a confirmation screen confirming the registration.

#### ***Phase 2 – Executive Pitching Round***

- a) The number of Contestants to be selected per episode to be pitched at the pod will be varies depending on the number of applications.
- b) The timings for each Contestants' pitch slot will be fixed and cannot be changed or modified to suit the Auditionee's requirements.
- c) Based on Company's requirement and creative discretion, the final selection of Contestants to be pitched at the pod will be made from amongst the shortlisted pool of applicants. Once an applicant is selected as a Contestant to be pitched at the pod, the following process will ensue:
  - a) The representatives of the Company ("Representatives") will notify the selected Contestants of their selection to join the pod and release the details of the live pitching session, based on finalized schedules.

***Note: Please make yourself available on the written date for the live pitching session before application.***
  - ii. The Company may require the Contestant and their companion to sign additional forms, documents, undertakings, declarations any other similar documents prior to them attending the live pitching event, with regard to their participation in the Show. The Contestant hereby agrees to sign all such documents that may be required by the Company (and require the companion to sign the same if so needed) and any refusal by the Contestant to sign such documents shall give Company the right to disqualify such Contestant.

### III. **GENERAL TERMS AND CONDITIONS**

1. Participation in the Show by sending Entries in any of the aforesaid manners shall be considered to be acceptance of these Terms and Conditions.

2. These Terms and Conditions may be subject to amendment from time to time and as such participation in the Show would be considered acceptance of the amended Terms and Conditions.
3. There is no levy of an entry fee for participation in the Show. Any person who claims to be from the Company and asks the Contestant(s) for paying an entry fee for participation in the Show is defrauding the Contestant(s) and they should report this to the local police immediately. There are also no lotteries, cash prizes etc. distributed by the Company or the Show. The only to participate in the Show is in the manner detailed hereunder and any person who claims to be from the Company and offers any lotteries, prize monies, cash prizes etc. to anyone is defrauding the person and they should report this to the local police immediately.
4. The Show is open to adults from the SEA region i.e. only those who have completed 18 years of age as of 4 August 2022 and the citizen should be of sound health and mind. Persons must enter the Show on their own behalf only and any entry by proxy will not be accepted.
5. An Entry/ies is not transferrable.
6. Participation in the Show is voluntary and the Contestant(s) hereby confirms to be present on such dates at the Audition, as may be communicated by the Company. Should the Contestant(s) fail to be available for the audition, the Company reserves the right to disqualify or remove such Contestant(s) from the Show at its discretion without being required to offer any reasons.
7. Employees, agents, and promoters (including their immediate family members) of the Company, and of its divisions, affiliates and subsidiaries, vendors (including auditors), and others associated with the Show in any manner; are ineligible to enter the Show. In case they do participate or register to participate by misrepresentation, the Company shall in its sole discretion disqualify and discontinue such participation. Failure to provide proof or affidavit of eligibility, including the proof of name, address, and correct date of birth within a reasonable time upon request by the Company may result in disqualification.
8. The Company also reserves the right to disqualify a Contestant in case a discrepancy is found to exist in the information furnished/provided/stated by the Contestant during the conversation with the Company or any of the Company's subcontractors and vendors in the Show, and/or in the information stated in the documents furnished by the Contestant.
9. The Company also reserves the right to disqualify a Contestant, in case of any third-party claims received by the Company, pertaining to such Contestant's submitted product/idea/invention/business. The Contestant hereby agrees that any such claims shall be settled by the Contestant directly with such third parties making the claims and shall indemnify the Company from any and all such claims, at all times.
10. The Contestant(s) hereby represents that they are not under any exclusive contracts with any other third party/ agency/production house either individually and/or with respect to the product/business proposal being pitched or submitted with the Company and/or is not under any kind of disqualification under law, as the case may be. The Company reserves the right to disqualify any Contestant (s) who is under any such exclusive contracts or other disqualifications.

11. The Contestant(s) shall undertake, warrant, and guarantee to the Company, that the Contestant has the full legal capacity to participate in the Show in accordance with these Terms and Conditions.
12. By registering for the Show, the Contestant(s) represents that they are medically fit and do not have present or past psychological ailments. If in the past they have had any psychological ailments or have been under medication for psychological anxiety, hypertension, depression, or other medical problems, the same shall be disclosed to the Company in writing along with a copy of the certificate from a qualified medical practitioner declaring them to be fit for participation in the Show. In the event the Contestant(s) suffers from any medical conditions during the shoot, then the Company, will on a best endeavor basis provide reasonable medical assistance to the said Contestant(s). However, in the event such medical condition renders the Contestant(s) unfit for further shooting/participation in the Show, then the Company shall have the right to disqualify such Contestant(s) from further participation. If such Contestant(s) has won any prize money before any such disability, then the same shall be paid to the Contestant(s) in accordance with the process communicated by the Company.
13. Contestant(s) will not be confirmed for the Show if they are suffering from any kind of ill health, or medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Contestant(s) to be medically fit for participation at all stages. Nevertheless, the final decision regarding their participation in the Studio Part of the Show rests entirely with the Company. If the Contestant suffers from any medical condition or is diagnosed with any medical conditions during the shoot of the Show, such that the Contestant will be unable to shoot off the Show any further or their presence on the sets might put the others on the sets at risk of contracting the same medical conditions/issues, then the Company may choose to cancel such Contestants participation, at whatever stage the same might be.
14. The Contestant hereby undertakes to adhere to all health and safety guidelines issued by the Company. The Contestant shall ensure that the Contestant follows and abides by all the instructions given by the Company with respect to the shoot of the Show including but not limited to all instructions issued by the Company or any production house designated by the Company with respect to the curbing the spread of the COVID -19 virus. The Company reserves the right to terminate the participation of any Contestant at any stage in the event the Contestant fails to follow any instructions of the Company with respect to the Show.
15. Where the Contestant is required to travel for the Show, the Contestant shall consider all factors of disruption in travel, quarantine, etc. due to the COVID-19 pandemic or otherwise to be available for participation in the Show or the Audition. If the Company has reasons to believe that the Contestant shows any symptoms of having contracted COVID -19 or any other communicable infections/diseases, then the Company shall have, in its sole discretion, the right to cancel their participation on an immediate basis, at any given stage and the Contestant hereby agrees not to make any claims in this regard. The Company shall at no time be responsible for any medical expenses of the Contestant. The Contestant hereby undertakes to keep the Company promptly informed in the event they are feeling unwell or have any symptoms of having contracted the COVID-19 virus. Any delay or failure on part of the Contestant to inform the Company of their symptoms can lead to disqualification.
16. The Company cannot be held liable in case any Contestant contracts the COVID-19 virus during an audition or shoot even after the Contestant has taken all necessary precautions and vaccination.

17. The Company shall be responsible for making arrangements or paying for the travel, lodging, and food expenses of the Contestant and for any of their companions for the purpose of the shoot. In case, the Company cannot make the arrangements then the Contestant shall be required to make such arrangement themselves and such Contestants can claim reimbursement of the same, with prior approval from the Company. The Company is not responsible to cover these costs for any additional 3rd person or family members of the Contestant. The Contestant shall be at all times responsible for obtaining all appropriate permissions to enable them to travel for participation in the Show and the Company shall not be responsible for the same at any time
18. The Contestant undertakes to follow all Central or State Government-issued guidelines or regulations related to the Covid-19 pandemic. The Contestant and their companions are advised to always abide by the advisories issued by the relevant Government with respect to social distancing and wearing masks for their own safety and for the safety of the others around them. The Contestant agrees to participate in the Show at its own risk and agrees to release the Company, to the maximum extent allowed by law, from any liability, direct or indirect, connected to or resulting from any Covid19-connected illness (or loss of life) that may be suffered by the Contestant and/or any relatives of the Contestant.
19. In the event of a delay or unable to make themselves available for the Show or in case of any force majeure event or any other reasons, the Company may either choose to reschedule the shoot for such Contestant, at its own discretion and shall not be under any obligation to do so, or the Contestant may be disqualified at the discretion of the Company. However, the Contestant understands that being unable to participate in the Show on the given date(s) due to any reasons would cause immense and irreparable loss to the Company. The Contestant hereby unconditionally agrees to indemnify The Company, its affiliates, group companies, partners, sponsors, its agents, representatives, its employees, officers, and directors, contractors, partners, or other persons used by them in relation to this Show and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of the inability or unavailability of the Contestant to participate the Show as per the schedule decided and informed by the Company.
20. The Contestant(s) represent that they have not been accused or convicted or are otherwise involved in any criminal offense (including but not limited to acts of moral turpitude and harassment) and/or are not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing. That the Contestant(s) is /are not required to be present before any authority including police or any court of law during the shooting dates informed by the Company and has no other disability which would prevent their participation in the Audition or the Show (if selected).
21. The Contestant(s) acknowledges that they have voluntarily chosen to participate in the Show out of their free will and is willing to bear all risk, costs & consequences arising from such participation in the Show. It is a condition of entry and participation in the Show that the Contestant(s) has not entered into any contractual, commercial, sponsorship agreement (including but not limited to recording, performing, and/or merchandising contracts) or other arrangements for example with a management company or an individual to act as the Contestant's manager or the products thereof or in respect of their name, likeness, image or biography which might be in breach of the Terms and Conditions or otherwise prevent the Contestant(s) from participating in the Show or the broadcast, promotion, exploitation or sponsorship thereof.

22. During the Studio Part of the Show, Contestant(s) is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the name or likeness of a celebrity, living or dead. The Contestant(s) are also not permitted to wear or mention any competing TV channel names, or names of competitors or sponsors of the Show.
23. If entries are received for participation, it is assumed that the person sending in the entry has provided the Company with permission to send SMSs to them or call them. The Company will only contact the Contestant on the mobile number provided by the Contestant.
24. The Contestant understands that the Application Material will be reviewed by the Company and any third-party agencies as may be hired by the Company with respect to the Show. For the purpose of the same, the Contestant hereby expressly consents to the Company reviewing the Application Materials and sharing the same with third-party agencies, strictly for the purpose of the Show.
25. The Contestant represents and warrants that it is their own responsibility to ensure that all of the rights in the Application Material have been properly secured and will not be prejudiced through their participation in the Show. Any disclosures made by the Contestant relating to themselves or the Application Material will comply with all applicable legislation, including any securities law.
26. The Contestant represents and warrants that they will not assert, maintain or assist other persons in asserting or maintaining against the Company any claim, action, suit, or demand of any kind or nature whatsoever related to the use of the Application Material, including without limitation those grounded upon the copyright, trademark or patent infringement, invasion of privacy or publicity rights, breach of confidentiality, other civil rights or any other ground in connection with the use of the Application Material in the Show.
27. The Application Materials, business pitches, ideas, and product details, shall, at all times, be in compliance with applicable laws, regulations, codes, and other stipulations of Malaysia and shall not include any defamatory matter nor constitute contempt of court or breach of any provision of any applicable statute or any regulations including inter alia any law or regulation relating to obscenity, blasphemy or racism. If the Company believes that the Application Materials, business pitches, ideas, product details etc. are illegal, in contravention with applicable laws or societal norms, in bad taste, derogatory, or in any manner contradicts the policies of the Company, the Company shall have the right to disqualify the Contestant at any stage. The Contestant shall keep the Company indemnified in this regard.
28. The Contestant(s) understands and agrees that the details submitted by them regarding their business/product/idea/invention including the design, use, and operation thereof, may be publicly shown and described in detail on the Show. Such disclosure may adversely affect their interests in the business, including without limitation, the ability to prevent theft of the business idea and the protection of the business idea through the acquisition of intellectual property rights, such as patents, trademarks, or copyrights.
29. The Contestant(s) understands that the Company might receive similar business proposals from different individuals and it shall be the Company's sole discretion to decide which Application Materials or Contestant to choose.

30. The Company assumes no obligation of any kind that may be implied against by reason of the receipt or potential or actual review of the Application Material or any discussions or negotiations.
31. The Company will store all the Application Material until 6 (six) months after the initial broadcast of the final episode for the season the Contestant is part of.
32. The Contestant is required to submit a declaration stating that all the Application Material provided is true and accurate and that is solely owned by the Contestant, free of any lien or encumbrance or has obtained all necessary rights to grant the Company the right and/or to permit the use of Application Materials in connection with the Show.
33. The Company may, at its discretion, contact the Registrant(s) and/or Contestant(s), if required, for any clarifications needed for the information provided in the Application Material.
34. The Company has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Show.
35. In case there is any mismatch of Contestant(s) details in any round of the Show, the Contestant(s) may be disqualified from further participation in the Show if the Contestant is unable to resolve discrepancies.

#### **DUE DILIGENCE**

36. The Contestant(s) hereby understands and agrees that the Company may conduct investigations into their background, which may include reviews of civil and criminal records, financial, credit, and employment history, or any other type of background checks deemed necessary by the Company. The Contestant(s) shall provide all necessary consents or other documents in connection therewith and shall co-operate with the Company and its agencies for the same.
37. The Company may also conduct due diligence with respect to the Application Materials. The Contestant(s) shall provide all necessary consents or other documents in connection therewith and shall co-operate with the Company and its agencies for the same.
38. It is hereby clarified that should the Company not be satisfied with the results of the due diligence conducted either with respect to the Contestant, their pitch or company/organization, or the Submitted Materials or in the event the due diligence reveals any discrepancies with respect to the Application Materials or any documents submitted by the Contestant or with respect to the Contestant in general, the Company reserves the right to disqualify the Contestant, at any stage of the Show. The Company shall not entertain any queries in this regard.
39. The Company shall not be required to share any of the due-diligence reports or provide any explanations to the Contestant for any such disqualification.
40. The Contestant understands that in the event their business proposal is selected by any of the Whales, the Whales may conduct additional due diligence at their end prior to making the investment. The Company shall not be responsible for or involved in any due diligence conducted post the selection of the business proposal.

### **THIRD-PARTY MATERIALS**

41. In the event the Submitted Materials, the pitch/business idea, or any other materials submitted by the Contestant, contain any third-party proprietary materials including but not limited to images, video, audio, audio-video, copyrights, trademarks, patents etc., then the Contestant shall be obligated to submit proper authorizations from the relevant third-party, in the form and manner acceptable to the Company. It is hereby clarified, that in the event that the Submitted Materials contain any such third-party materials, then the Contestant shall inform the Company about the same. Failure to inform the Company in a timely manner can lead to disqualification.
42. During the shoot of the Show, the Company may, at its sole discretion, accept additional third-party materials from the Contestant and agree to feature the same in the episode. However, for the Company to accept the same, the Contestant will be required to submit proper authorizations, to the satisfaction of the Company, the Company to be able to accept the said third-party materials and use the same.
43. The Company shall not be responsible for any claims, of whatever nature and at any time, with respect to any third-party materials either included in the Submitted Materials or provided by the Contestant to the Company at a later stage. The Company reserves the right to disqualify any Contestant, at any stage, should the Company receive any claims against the Submitted Materials or the Contestant in general. Speaking to the media and third persons.

### **SPEAKING TO THE MEDIA AND THIRD PERSONS**

44. None of the Contestants shall, without the prior written approval of the Company, speak to the press or any other media or any third person, nor give any interviews or comments relating to the Auditions or any aspect of the Show or write blogs, post any messages in social networking or any site including but not limited to Facebook, Instagram, and Twitter. The Contestant(s) shall not disclose any information whatsoever relating to the Company and/or the Show to any other party. Violation of this clause shall immediately disqualify the Contestant's prospects of further participation.
45. The Contestant(s) shall at all times keep confidential any information concerning or related to the Show (including without limitation selection process), the Contestants, the events contained in the Show, any ideas, products, inventions, services or businesses presented by any Contestant in connection with the Show or the outcome of the Show or any episode or presentation associated therewith.
46. The Contestant(s) cannot use the name of the Show or any elements in any manner or post-behind-the-scenes videos or any content related to the Show, on their personal social media platforms or any other platforms, without the prior approval of the Company. The Contestant shall not try and monetize any clips, images, or elements of the Show in any manner. The Contestant(s) shall not disclose any information about the audition process or share any documents relating to the show that they have access to or copy. Failure to comply with this requirement will lead to disqualification.
47. The Company reserves its rights to take appropriate legal actions against any Registrant or Contestant or any individual, at any stage, in the event such individual publishes or posts any information or uses any images, stills from the Show, parodies the Show in any manner, give any interviews or make any statements with respect to the Show or the Company, on any platform or media in any manner, without authorization from the Company.

## **AUDITIONS**

48. The number of Auditionees to be selected shall be at the sole discretion of the Company.
49. The Company shall shortlist Contestant(s) after the Auditions as required, out of which only a limited number of Contestant(s) shall be selected for further selection processes in the Show.
50. The Contestant(s) authorizes, permits, and grants consent to the Company, its affiliates, group companies, and/or their authorized representatives to record videos and exploit the videos in any other manner as the Company may deem fit.
51. The Contestant(s) hereby agree, acknowledge, and undertake that they shall not and shall ensure that no third party individual or entity, upload, publish, reproduce, sell, exploit, share or use the videos in any manner including uploading, reproducing, sharing the videos on any platforms, websites, applications. Notwithstanding anything herein, any breach of this condition may lead to disqualification of the Contestant at the Company's sole discretion.
52. Auditions will be subject to such timing stipulations and requirements, as may be determined by the Company, and the Company, makes no representations, warranties nor provides any undertaking to any of the Contestant(s) that any or all of the Contestants will be able to take part in Audition.
53. The Company shall not be liable nor responsible for any damages, losses, costs, expenses, or otherwise suffered by any of the Contestant(s) in the event that the Company is not able to permit the Contestant(s) to take part in the Audition or Show in accordance with any of the foregoing provisions.
54. If an Auditionee is unable to appear for any of the Audition requirements at the stipulated date and time, they shall be disqualified from further participation.
55. If an Auditionee is shortlisted at multiple audition dates and times (through the same contact number or multiple contact numbers) then only one audition that they have attended will be considered for evaluation.
56. The company shall not entertain any request by the Auditionees for change in the dates and time of the Audition.
57. Notwithstanding any other provisions in this Agreement, the Company may, at its sole and absolute discretion, cancel or reschedule the Auditions, or hold additional Auditions on such other dates and at such places or may change the process or manner in which such auditions are conducted as it may determine and the Contestant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Company and shall attend at any and all such additional Auditions.
58. Contestant(s) from the first set of Auditions may be considered in the second shoot schedule, if the need arises, at the sole discretion of the Company.
59. The Contestant(s) understands that getting shortlisted in the Audition is only a preliminary step towards further participation in the Show and it shall be the absolute and sole discretion of the Company to allow participation, based on creative requirements for the Show.

## **SHORTLISTING**

60. Apart from the Registrant(s), the Company may at its sole discretion provide a chance for entry to the Audition/Show for unregistered individuals also, based on programming needs, should they arise, or in the event of the participant selection process or system failure. This shall be the sole decision of the Company and the Company does not make any guarantees in this regard.
61. Even after the final selection for the Show, the Company shall have the right to replace any of the Contestant(s) as per their discretion and creative requirement, for the betterment of the Show.
62. The Company also reserves the right to increase or decrease the ratio of the Contestants in each Show i.e. increase or decrease the number of Contestant(s) who can participate in the Show, without any prior intimation to the Contestant(s) and/or the public.
63. The Company will not entertain and permit the Contestant(s) or any of their representatives to check /audit / challenge the criteria of selection of Contestants.
64. The Company may in its sole discretion exclude a Contestant from participating in the Audition/Studio Part of the Show which may include without limitation
  - (i) circumstances which, in the Company's view, render the Contestant unfit to participate therein;
  - (ii) inability to produce documentation specified by the Company proving the identity of the Contestant;
  - (iii) any other reason that, at the discretion of the Company, would adversely impact the Company, Channel, or Show.
65. At no point of time will the Company/Producer be obliged to notify unsuccessful Contestants of its decision or provide any reason thereof.
66. Whilst the Company shall make all reasonable endeavours to
  - (i) enable Contestant(s) to proceed with the Show
  - (ii) to contact all Contestant(s) at each relevant juncture of the Show, the Company can make no guarantee thereof and the Company shall in its sole discretion be entitled to proceed with the next entitled Contestant(s) under these Rules, in case it is unable to successfully contact and communicate with Contestant(s).
67. The Company will have no liability to a Contestant who is unable to attend or take part in the show for whatever reason and the Company shall be entitled to disqualify the Contestant(s), replace any such Contestant(s) from the Show at any time, at the discretion of the Company.
68. The Company further reserves the right to replace at its discretion any Contestant(s) who for any reason fails or is disqualified from or unable to participate in the Show with another replacement Contestant(s), notwithstanding that such replacement Contestant(s) may have been previously eliminated from the Show and each Contestant shall agree to participate in the Show and/or Show as and when required by the Company to do so.
69. In the event that there is a tie between two (or more) Contestant(s), the Company shall be entitled to determine in its absolute discretion which Contestant(s) is eliminated and/or which Contestant(s) goes through to the next round (as appropriate) and for this

purpose, it shall be entitled to make such arrangements or request such further rounds from the Contestants as it in its absolute discretion deems necessary. No inquiries, appeals, verbal or written, shall be entertained in this regard.

70. The announcement, solicitation and/or acceptance of any investment in the Contestants business or any equity interest thereto of any kind from one or more of the Whales is between the said parties and the Company is not liable in case the said Whale decides to withdraw their agreement. The Contestant, by choosing to participate in the Show, agrees and confirms that the Company shall in no manner be liable for any actions, promises or omissions of the Whales, and any transaction between the Whales and the Contestants shall be to the exclusion of the Company.
71. The Contestant(s) hereby understand and agree that the panel of "Whales" as announced by the Company is subject to change at the Company's discretion anytime during the Show and the Company shall not entertain any complaints from the Contestant(s) in this regard.
72. If at any time, including if a Whale is investing in the Contestants business, any information submitted by the Contestant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Contestant(s) shall be liable to refund all amounts received from the Company. Intellectual property rights
73. On request of the Company, the Contestant(s) shall also make arrangements for the Company to have access to their residence, workplace, favorite hangouts, pets, etc., and obtain necessary permissions from their parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.
74. As part of Contestants' contribution to the Show, the Company may request Contestant(s) to participate in any online/interactive activity relating to the Show including without limitation recordings of webcasts, interviews, and participation in so-called 'chat-rooms'.
75. The Contestants that agree to the deal with the Whales on the Show agree that they shall make themselves available from time to time and co-operate with the Company and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to the Winner(s). Further, the Winner(s)/Contestant(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Company. The Winner(s)/Contestant(s) agrees that the footage of any nature which features the Contestant, shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
76. The Contestant (s) hereby agree and consent to the collection, recording, processing, and storing of the images, videos submitted, and personal interviews during the Audition round. Further, any photographs, videos etc. submitted to the Company or recorded by the Company during the Audition or registration procedure shall on submission/creation become the property of the Company ("Materials") and shall be available to the Company for exploitation throughout the world in perpetuity. The Contestant (s) hereby waives off all the rights that they may have with respect to such Materials. The Contestant(s) shall ensure that the photos or videos submitted by them in any public domain or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the Contestant(s) shall immediately be disqualified from taking part in the Show or any further rounds of

participation and such Contestant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.

77. All the Intellectual Property Rights of the Contestant(s) in respect of the performance of the Contestant(s) either in the Auditions or in the Show including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and Contestant(s) agree not to claim or enforce any of the aforementioned rights in any court, tribunal or any other forum whether in Malaysia or anywhere else. Contestant(s) also consent to the Company's right to reproduce the Contestant's attributes or any recordings or materials provided by the Contestant (s) or portray the Contestant(s) in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes of the Show or any other Show of the Company, except where prohibited by law. The Contestant(s) also consents to the Company's right to use Contestant (s) name, voice or picture, or the content of the Contestant's Auditions without any further permission or compensation for such use in any and all media now known or in commercial use or developed based on media now known or in commercial use. The Contestant (s) grants the Company irrevocable consent in perpetuity to the use of the sound recordings, photographs, videotape, and illustrations taken during or in connection with the Auditions, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers, and magazines at any time without the Contestant(s) further knowledge or consent.
78. Acceptance of these Terms and Conditions by the Contestants constitutes permission for the Company to click photographs, record videos of the Contestant(s) and use the Contestant(s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.
79. The Company may also request the Contestant(s) to use or share the content posted on their personal social media platforms in relation to the Show with the Company. The Contestant(s) hereby authorizes the Company to use the content available on their personal social media handles including their profile pictures, social media handles etc. Once such content is included in the Show or used in connection with the Show, the Company (and its assignees and licensees) shall have the right to use the same in perpetuity and the Contestant shall not raise any claims against the Company.

#### **PERSONAL INFORMATION AND CONFIDENTIALITY**

80. The Company shall keep all the information collected from the Contestants (including videos submitted and interviews conducted) confidential and shall use the same for the purpose of Show. Each Contestant, by electing to participate in the Show, hereby explicitly consents to the collection, storage, and processing of such personal data and proprietary information collected from them. The term "Personal Data" shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver's license number, permanent account numbers or other details pertaining to the identity of the Contestant(s), marital status etc. being collected for the purpose of the Show and shall include sensitive personal information, if any collected.

81. The Company shall deal with any Personal Data, that it receives from Contestant(s) or otherwise collects, holds, uses and processes in the following manner: a) Company may disclose Personal Data, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations upon prior written approval from the Company. b) The level of data protection using technical, managerial, operational and physical security control measures by the Company shall be such as to be in compliance with all applicable laws.
82. The photos, images, and audition videos uploaded by the Contestant(s) shall be retained by the Company till the winners are declared and the promotions with respect to the winners are completed for the Show and shall be removed from the Company's services within 6 (six) months after the initial broadcast of the final episode for the season the Contestant is part of.
83. All Personal Data and information requested by and supplied to the Company by each Contestant must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Contestant(s) from the Show or Audition in its sole discretion, should the Contestant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
84. Notwithstanding any other provisions contained hereunder, Contestant acknowledges that the obligations related to confidentiality shall not pertain to any information which:
  - a) is in the public domain or comes into the public domain through no wrongful act on the part of the Company; or
  - b) is already known to the Company and/or its Representatives as evidenced by their records at the time of disclosure by the Contestant; or
  - c) is received by the Company and/or its Representatives on a non-confidential basis from a third party; or
  - d) is received by the Company and/or its Representatives from a third party without breach of any agreement by the Company; or
  - e) is independently developed by the Company and/or its Representatives without breach hereunder; or
  - f) is approved for release by written authorization of the Contestant; or
  - g) is required to be disclosed by applicable law or regulations, order of the court of competent jurisdiction or an appropriately empowered governmental, statutory or regulatory agency or under rules of any stock exchange. In such a case of compelled disclosure, the Company will provide reasonable prior notice to the Contestant and will request a protective order.
85. The Company shall ensure that the Contestants are contacted by the Company or on behalf of the Company only for the purpose of the present Show and all such information collected by the Company shall be destroyed within 6 (six) months after the initial broadcast of the final episode for the season the Contestant is part of. The Company shall not share the information so collected with any party, save and except for the purpose of the Show. The Contestant(s) by providing the aforesaid Personal Data and other business and proprietary information, hereby agree and consent that the Company shall have the right to share the Personal Data and other business and proprietary information so collected with such other third party (including the original format owners of the Show) as may be required for the purpose of the Show and hereby agree that they shall not file any claim against the Company for sharing for such personal information. Any information

shared by the Contestant(s) to the Company shall be handled by the Company in terms of the privacy policy of the Company.

86. The Contestant understands that sharing any information or Application Materials does not in any way obligate the Company to select the Contestant for the Show or for the Company or the Whales to enter into any further agreement(s) with the Contestant, with respect to any matter arising out of or pertaining hereto.

#### **EXPENSES OF PARTICIPATION & LOGISTICS**

87. The Company or any of the affiliates connected with the Show shall not be liable for any cancellations and/or delays in the train/ flights/ cars arranged for the Contestant(s) due to any reason including but not limited to force majeure, logistical problems at the airports/ railway stations/ roads etc. and the Contestant(s) shall not have any claim against the Company and/or any of its affiliates connected with the Show and/or Producer for the same. The Company or any of the affiliates connected with the Show shall not be responsible for any such eventuality and the Contestant(s) undertakes not to claim any compensation from the Company/Producer for the same.
88. The Company is not, in any manner, responsible for logistics and expenses around transporting the product or any ancillary objects that the Contestant needs to carry for the audition. The cost of transporting any product/licenses required to demonstrate any product/business pitch will be the Contestant's responsibility. The Company may, at its discretion and as per creative requirements, requirements for some elements/props to be added to the Contestant's pitch during the shoot of the Show. In such an event, the cost for such elements and props will be borne by the Company.
89. It is the sole responsibility of the Contestant to ensure that the products or any ancillary objects carried by the Contestant are not illegal, dangerous, hazardous, harmful, or perishable and will not put anyone around the Contestant at risk. The Company cannot be held liable for any damage to the product or any ancillary objects carried by the Contestant during the travel or audition. In the event, the Contestant is unable to carry or transport the product or any ancillary objects or procure licenses that it needs to demonstrate the product or the business pitch during the audition or during the shoot or if the Company in its sole discretion believes that shooting with the products of the Contestant might cause any harm to the Contestant or any other person or the product is hazardous in general, then the Company shall have the right to disqualify such Contestant.
- Liability and Disclaimers
90. The Company and/or the Channel is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, or mental trauma caused to any Contestant(s) and/or the Winner (s) in any manner whatsoever.
91. The Company, evaluation panel, the host, the Whales, the advertising agencies, the sub-contractors used by Company for the Show, and any person or entity connected with the production (including the format owners of the Show), administration or judging of the auditions, the Show (the "Relevant Parties") shall be under no liability whatsoever to the Contestant(s), in respect of any loss, damage suffered by the Contestant(s) arising from or pursuant to the Show or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestant(s) at any stage of the Show and during production thereof whether or not caused by

- (1) the administration (including scheduling) of the Show including any failure of transportation or inability for any reason to appear for the Audition/before the Judges;
- (2) the Contestant's or any third party's participation in the Audition, or being selected or disqualified;
- (3) as a result of the decisions of the Whales or Company;
- (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Whales and/or Company; and/or
- (5) any printing, typographical or technological errors in any materials associated with the Show. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect, and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, opportunity, business, revenue, goodwill or anticipated savings pursuant to the Show. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Contestant(s); or circumstances beyond the Relevant Parties including the Company's reasonable control.

92. The Contestant(s) of the Show agrees that they shall indemnify and shall hold harmless the Company, its affiliates, employees, officers, sub-contractors, Whales or any other person in connection with the Show, against any third party claims of whatsoever nature including but not limited to

- (i) any claims of infringement of any third-party rights
- (ii) any leak or disclosure of their idea/product/invention/ service or business information
- (iii) any misrepresentation, misconduct, fraud by the Contestant
- (iv) any breach of law
- (v) any acts or omissions with respect to the Show
- (vi) any breach of the Terms and Conditions hereunder.

93. The Contestant (s) shall also not file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against the sponsor and/or the Company to claim any damages or reliefs.

94. The Company shall not be responsible for negotiation, entry into or breach of any agreement between the Contestant(s) and the Whales (whether during or after the production of the Show and whether or not such negotiation culminates in a binding agreement).

95. The Company will not be responsible for any loss/theft of belongings of the Contestant(s) on the sets of the Show/Studio, before/during/after the shoot of the Episodes/Show, or at the time of the Audition.

96. The Company shall not be responsible for:

- i. Any delivery, failures relating to the registration or uploading videos/presentations;
- ii. Show Management not receiving or rejecting any data;
- iii. Any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
- iv. Other conditions/situations or failures beyond its control.

97. All attempts will be made to protect registration data from loss and corruption, but in the event, such data loss happens, and because of the intricate timelines of the Contestant selection process, the Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.
98. The Company or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Contestant(s) and arising as a result of his/her participation in the Audition or the Show, if selected.
99. The Company and its sub-contractors cannot and shall not be held accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Audition or Show on account of any factors beyond their control.
100. The Company and its subcontractors shall not be held responsible or accountable to any of the Contestant(s)/Contributor(s), for any loss, injury or any other liability which may arise, en route while attending the Studio Part / Show / Shoot or while participating in the Show and for which the Contestant(s)/Contributor(s) will be required to sign an indemnity in favor of the Company. The Contestant(s)/Contributor(s) agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Show in any manner, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Contestant(s) involvement in the selection process.
101. Contestants agree that neither the Company nor any third party content or service providers involved in the Show will be liable to Contestant(s) for any loss or damages, either actual or consequential, arising out of or relating to these Rules, participation in the Show, travel, or use or misuse of any monies. In particular, neither the Company nor its third party or service providers will have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in the availability of data), arising out of or relating to the awards, terms of use, visitor's use or inability to use the microsite, online entry form or to visitor's reliance upon information obtained from or through the microsite, participation in the Show, travel, or use or misuse of any monies, whether based in contract, tort, statutory or otherwise.
102. Apart from the entitlement to be part of the television Show "Whale Pod", the contestant or their legal heirs will have no other rights or claims against the Company. For the sake of clarity, it is stated that the Contestant(s) of the Audition or the Show shall not be paid any consideration.
103. The procedures for registration and participation in the Show are subject to the Terms and Conditions are stated herein. Non-conformance by any Contestant(s) to the rules, at any stage, of the Show will disqualify them from participation or winnings, immediately, as the case may be.
104. In the event of any fault, misunderstanding or dispute concerning any part of the Show, and/or the operation of the telephone system, the selection of Contestant(s) at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all Contestant(s). The Company of the Show is empowered to take a decision on any case or instances not covered by the present Terms and Conditions.
105. The Company reserves the right to amend (add, delete or modify) the Terms and

Conditions governing the Show and/or the Contestant selection process prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Show or remedy any issues that occur.

106. The Company will not entertain any claims/questions/queries with respect to the authenticity or correctness of any questions and answers for the questions asked in any round of the Show.
107. The Company's decision on the correctness or incorrectness of any answer is final and binding on all Contestants.
108. The Company has the right at any time to reschedule, delay, suspend or terminate or Otherwise, change the terms of the Audition or the Show without any prior intimation or notice to the public and also the Company is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Show and/or accommodate any person or persons who have been selected for the Show.
109. Registration to the Show does not guarantee the selection of the Registrant(s) to proceed with the Show. Registration also does not entitle any Contestant(s) to a prize or award.
110. Taking part in the registration process shall be deemed to be accepted by the Registrant(s) to receive updates and information with respect to the Show from the Company or any third party so authorized by the Company.
111. Taking part in the registration process shall be deemed to be accepted by the Registrant(s) to receive promotional messages from the Company or any third party so authorized by the Company. In the event the Contestant wants to opt-out of receiving such messages, then the Contestant can write back to the email address from which the Contestant has received the communication. The Contestant(s) hereby agree to not attempt to gain unauthorized access to the user accounts, servers or networks connected to the Company's services by any means, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encourage, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of the Company's services.
112. If the operation of the Show (including without limitation the operation of the related telephone systems, call Centre operations and software systems); the recording; or broadcast of any/all of the Show is prevented by an event of force majeure including but not limited to any natural disasters, pandemics, epidemics, government-mandated lockdowns, orders, regulations or any unforeseen event that is beyond the Company's control or any act of god etc. the Company may cancel all or any part of the Show, or take such other decision as it deems fit.
113. Notwithstanding a Contestant's participation in the Show, there is no obligation on the part of the Company to broadcast the episode in which he/she has taken part or the Show in general or any or all of his / her contribution as recorded by the Company.
114. The Company reserves the right to re-schedule the date(s) of registration, recording of the Show and broadcast, at its discretion.
115. In case the Contestant is found to be in violation of any and all rules/processes of the Show, that the Company reserves the right to initiate legal proceedings against such person(s)

116. The Company reserves the right to change the structure of the Show as it sees fit including without limitation by adding/reducing/altering rounds to the Show.
117. It is a condition of entry and participation in the Show that Contestant(s) make themselves available to participate in the Show, agree and sign up or acknowledge the Contestant Release Form and any other documents as requested by the Company and abide by terms and conditions of such Contestant Release Form and the Rules, Regulations as revised from time to time by the Company including but not by way of limitation these Terms and Conditions.
118. The Company's decision (or, where appropriate, the decision of the Whales) is final and the Contestant(s) acknowledge that the interests of the Show shall override those of any Contestant(s) and/ or Contributor.
119. The Contestant(s) must at all times behave appropriately when taking part in the Show and observe these Terms and Conditions and any other Terms and Conditions in force at the venue. The Company reserves the right in its absolute discretion to remove from the Show and location any Contestant(s) who breaks such rules and/or fails to behave appropriately and to disqualify such Contestant(s).
120. These Terms and Conditions supersede any and all release forms signed or acknowledged by the Contestant(s) and in the event of any conflict between Contestant Release Form and these Terms and Conditions, these Terms and Conditions will prevail.
121. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
122. These Terms and Conditions and the Show shall be governed by and construed in accordance with the laws of Malaysia and the Contestant(s) submit irrevocably to the jurisdiction of the Courts in Malaysia.
123. The use of mobile phones will not be permitted during the shoot. It may lead to disqualification.
124. Registration does not guarantee the selection or participation of the Contestant(s) and such selection shall be as per the sole discretion of the Company or its affiliates.
125. The Company of the Show is empowered to take a decision on any case not covered by the present Terms and Conditions.
126. The only way to enter the Show is through participation as described in the Terms and Conditions. There is no other way of entering the Show. This entire process is transparent and monitored by an independent validator. Any person claiming that he/she can help get you to win for consideration is defrauding you. Please contact your local police and report this person immediately.