



### APPLICATION FORM

BAND LEADER
RECENT
PASS PHOTO

(Fill in CAPITAL LETTER with black ink)

1. Name of BAND.....
2. Date of Establishment..... Total member .....
3. Registration No. (if any).....
4. Name of Band Member
  - i) .....
  - ii) .....
  - iii) .....
  - iv) .....
  - v) .....
5. Country / State .....
6. Postal Address .....
7. Phone Number.....Email ID .....
8. Performance or participation (if any mention)  
.....  
.....

*Signature of Band Leader*



### OFFICE COPY

1. Name of BAND.....
3. Registration No. (if any).....
5. Country / State .....
6. Postal Address .....
7. Phone Number.....Email ID .....

## SIKKIM RED PANDA INTERNATIONAL OPEN ROCK CONTEST 2017-18

### TERMS & CONDITIONS

**INSTRUCTIONS:** IN ORDER TO ENTER AND PARTICIPATE IN THE RED PANDA INTERNATIONAL OPEN ROCK CONTEST (THE "CONTEST") AND BE ELIGIBLE TO WIN, EACH BAND, AND EACH BAND MEMBER, MUST READ, AGREE AND ACCEPT THE 'TERMS & CONDITIONS' AND SIGN THE BELOW UNDERTAKING:

1. **Application form Deadline:**

Please fill in the application form and submit before the 29<sup>th</sup> of December 2017. You may submit it electronically by scanning it and sending by email to [sikkim.rpf2017@gmail.com](mailto:sikkim.rpf2017@gmail.com)

2. **A sample Video or Audio clip:**

Please submit a sample audio or video clip of your band's performance which can be any song of your choice. The audio or video clip may not exceed more than 5 minutes in length. YouTube video clips or SoundCloud links are preferred.

3. **Registration Fee:**

A Registration Fee of Rs. 10,000/- needs to be deposited by the participating band at the time of form submission through Demand draft.

**IMPORTANT DATES:** The deadline for submitting the application form and sample video clip is **December 29, 2017**. Once your application and registration fee is received, an Invitation to perform at the "Red Panda International Open Rock Contest" will be sent to you via sms or email.

The date of the Contest is 16<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup> January 2018.

**VENUE:** venue is Paljor Stadium, Gangtok, Sikkim and M.G. Marg, Gangtok, Sikkim. The time is from 4: 00 PM to 8:00 PM

**PRIZE MONEY:** The following are the prizes:

**1st Prize:** Rs. 6,00,000/-, trophy and certificates.

**2nd Prize:** Rs. 4,00,000/-, trophy and certificates.

**3rd Prize:** Rs. 2,00,000/-, trophy and certificates.

You will be required to perform a minimum of 3 songs during the entire period of competition.

Any other additional details regarding the contest will be provided in the invitation. If you have any questions, please feel free to contact the Event Manager/Organizers at [sikkim.rpf2017@gmail.com](mailto:sikkim.rpf2017@gmail.com) or Mob: 7602349111



We, the undersigned band members/entrants, each hereby represent, warrant, acknowledge and agree that:

1. We acknowledge that each and every entrant band member must sign this **TERMS & CONDITIONS AGREEMENT AND UNDERTAKING**. Only those entrants, who, as a named member of the band, have fully completed, signed and returned this **TERMS & CONDITIONS AND UNDERTAKING** (together with the Audition Files) by the Entry Deadline will be eligible to compete in the Contest and be eligible for any prize, including the opportunity to participate in the Finals of the Contest.
2. Once the Application Form, Terms & Conditions, and this Undertaking has been fully completed and signed by all band members, we shall submit them along with the band's Audition Files (collectively, the "Entry Materials") to the Organizer ("Organizer") by the Entry Deadline. All Entry Materials shall be completed and submitted together prior to the Entry Deadline.
3. Failure to i) fully complete the Application Form, ii) have the this **TERMS & CONDITIONS AGREEMENT AND UNDERTAKING** signed by all band members, iii) meet the requirements for the Audition Files, or iv) return the completed Application Form and Audition Files by the applicable Entry Deadline, will result in disqualification of the band and all of its band members. If Entry Materials do not comply with these Terms & Conditions in any manner, the entry may be disqualified at Organizer's sole and absolute discretion.
4. Our "Audition Files" must be audio recordings of at least one (1) original or cover song performed solely by band members who appear on this Application Form and Undertaking. The audio recording must be submitted in Audio CD or MP3 format. All recordings submitted will not be returned, so we will keep a copy of our audio recording.
5. My band has identified one (1) representative (the "Band Manager") on this Application Form and Undertaking who will be the contact person for the band in all matters related to this Contest and who shall also have authority to act on behalf of the band with respect to all aspects of this Contest. If my band is named as a potential Performing Band, Semi-Finalist, Finalist or Winner, and the Band Administrator cannot be reached by telephone within twenty-four (24) hours from the first notification attempt, then my band may be disqualified.
6. Although each member of my band must be 18 years of age or older to enter this Contest, if any band member is a minor, then the parent/legal guardian of such minor must sign this Entry Form and any other documents required on behalf of such minor.
7. All Performances of the band must be in agreement with the Organizers positive image. Without limitation, performances that are deemed by Organizer, in its sole and absolute discretion, to be or to contain profanity or explicit sexuality, or that is

harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libellous, or which encourages unlawful behaviour, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Organizer in a negative fashion, may be disqualified. THIS REQUIREMENT IS STRICTLY ENFORCED. NO PROFANITY MAY APPEAR OR BE HEARD ON ANY PERFORMANCES.

8. Application Form and Undertaking must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification.
9. I agree that: a) The Organizers and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of the Performances, the Video, and any other videos and recordings made of the Band's performances during the competition and during the Contest as well as each band member's name, address [city and state/province], biographical information, statements, voice, photograph and other likeness), in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, solely in connection with advertising, promoting and conducting this Contest, without notification and without compensation of any kind to any entrant or any third party. The Organizer reserves all rights, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the band's Performances, the Video, and any other videos and recordings made of the Band's performances during the competition in connection with advertising, promoting and conducting this Contest.
10. I agree to: (a) to be bound by the Terms & Conditions of this Contest and any other documents required by the Organizer (including, without limitation, the Application Form and Undertaking and any releases required) and by the decisions of the Organizer, all judges in this Contest, and to waive any right to claim ambiguity in this Contest, the Terms & Conditions or any other documents required by Organizer (including, without limitation, the Application Form and Undertaking and any releases), (b) to indemnify, defend and hold harmless the Organizers, and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the "Organizing Parties") from any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses (including reasonable attorneys' fees) arising out of or related to any statement, action or failure to act by me during or in connection with my participation in the Contest, and/or any breach or alleged breach of these Terms & Conditions or of any other documents required by Organizer related to the Performances including any use thereof and, (c) not to sue and to irrevocably and unconditionally release, waive and forever discharge the Organizers from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which I (or my successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Organizing Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity including but not limited to the Performance, the acceptance, possession, misuse or use of a prize and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of the

Performance Materials, the Video, and any other videos and recordings made of the Band's performances during the competition, and each band member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness). I further agree that I will indemnify and hold the Organizers harmless from and against all claims arising out of, connected with or resulting from my breach of this Application Form, terms and conditions and Undertaking and/or any other Terms and conditions of the Contest.

11. The Organizer reserves the right at any time, in its sole and absolute discretion, to disqualify a band it believes, in its sole and absolute discretion, is not in compliance with the Terms & conditions, or which has made a false or misleading statement on the Application Form and Undertaking or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.
12. This document, together with the Application Form, the Undertaking and the Terms & condition of the Contest, constitutes the entire agreement and complete understanding of the parties, and no oral or prior written agreements shall be deemed a part of or modification of this agreement. This Undertaking/agreement cannot be modified except by a written instrument signed by an authorized representative of the organizer.
13. Each band member is solely responsible for payment of any and all applicable income or other taxes or fees due for or on account of any prize(s) or consideration that such band member receives as a result of this Contest.
14. I will not do anything or cause any third party to do anything which would manipulate or in any way influence the outcome of the Contest with the intent to deceive the public, including, but not limited to, tampering with any voting system or process. I agree that I will not participate in any such act or any other deceptive act with respect to the Contest, nor permit anyone to do so on our behalf. I agree that if anyone tries to induce me or my band to do any such act, I shall immediately notify the Organizers.
15. I hereby certify and represent that I have read the foregoing Application Form, undertaking and the Terms and Conditions of the Contest and fully understand the meaning and effect thereof, and intending to be legally bound, I hereby accept all of the terms and conditions contained herein.

S.NO	NAME OF MEMBER	ROLE IN THE BAND	ADDRESS & CONTACT NO.	SIGNATURE

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