

Terms and Conditions for Reality Show

1. General Conditions

1.1 Period of Permit

- a) This permit shall be used for the conduct of..... (Singing Competition) within the Kingdom of Bhutan.
- b) This permit may be further renewed for such period and subjected to such terms and conditions as may be specified by the Authority.

1.2 Permit is not transferable

- a) This permit holder shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under this permit to any person or persons except with the prior approval from the Authority.
- b) Any such approval shall be given subject to terms and conditions, which the Authority at its discretion may impose.

2. Obligation of the permit holder

2.1 This permit holder agrees to:

- a) Conduct the show as per the approved proposal with the validity of the permit.
- b) Seek prior written approval from the Authority in case of the time extension of the show.
- c) Incorporate any changes only after obtaining prior approval from the Authority. The incorporation includes deletion or addition of any programs to the show.
- d) Submit to the Authority an Agreement signed with the Licensed ICT facility/Service providers, detailing the mode of revenue sharing, if the show involves SMS voting.
- e) Display the rates of SMSs on the screen while hosting the event, both in Dzongkha and English language.
- f) Adequately brief the judges or any guests for the show on the conduct of the show and also to refrain from making any personal statements or any other statements that might hurt the sentiments of fellow-citizens or society.
- g) Indemnify the Authority from any or all liability resulting/ arising from hosting this show including, without limitation, errors which may occur in the administration of the Show.
- h) Ensure the performers/artists behave and practice professionalism at all times both within and outside the premises.

- i) Ensure the welfare of the participants/artists.
- j) Accord due importance to the promotion of traditional music and songs.
- k) Ensure no substance abuse including sale or use of tobacco and alcohol or other health hazard substances in the premises.
- l) Co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all ways possible for the provision of security and emergency services.
- m) The advertisements of liquor and tobacco products are not permitted.
- n) That the programme shall not be aired without a valid broadcast licence, in particular by the cable operators (not licensed to broadcast).
- o) Recognizes that the Authority is empowered to either return the financial Bank Guarantees or cash warrant/demand draft deposited with the Authority for the purpose to the organizer(s) upon successful completion of the show duly endorsed by the stakeholders or to facilitate payment of prize money in the event that the reality show organizer(s) fails to award the prizes as per permit terms and conditions.

3. Award of Prizes

3.1 The permit holder agrees to:

- a) Strictly adhere to the committed prizes, either in cash or kind, as stipulated in the project proposal.
- b) Submit a security deposit in the form of Bank Guarantee/cash warrant/demand draft equivalent to the total amount committed for the prizes.
- c) Award the committed prizes on the concluding day of the show.
- d) Seek approval of the Authority if the prizes are revised in the course of the show and accordingly revise the Bank Guarantee/cash warrant/demand draft.
- e) The downward revision of the prizes money shall not be permitted.

4. Direction by the Authority

- 4.1 This permit holder shall strictly and without any undue delay comply with any directions, which the Authority may, from time to time, issue in exercise of its powers, functions or duties under the Act. The Authority may by notice in writing to the permit holder amend, vary or revoke wholly or in part any directions given to the permit holder.

- 4.2 The permit holder shall provide the Authority with any documents or information within its knowledge, custody or control which the Authority may by notice or direction require for the exercise of its functions and duties under the Act.
- 4.3 In order to monitor the permit holder's compliance with the conditions of this permit, the Authority may also direct the permit holder to arrange at its own cost for a separate and independent audit of its activities. The permit holder shall, at the Authority's request, submit to the Authority the audited accounts and reports prepared for inspection.
- 4.4 The Authority may vary or amend any of the terms of this permit by giving the permit holder at least one month's notice in writing.
- 4.5 In all matters of administration of this permit, the Authority shall have the right to determine the permit holder's compliance with the terms and conditions of this permit.

5. Governing Laws

- 5.1 This Permit shall be governed by and construed in accordance with the relevant laws of the land including, and not restricted to, the Sales Tax, Customs and Excise Act 2000 of Bhutan.

6. Penalties

- 6.1 In the event of violation of any terms and conditions herein above mandated, the Authority shall impose the permit holder a penalty of Nu. 18,000.00 (Eighteen Thousand) or six months national minimum wage rate or whichever is higher and disqualify the permit holder from organising any such shows at least for a period of 2 (two) years.

7. Agreement

The permit holder hereby agrees to abide by the terms and conditions set forth in this permit.

Agreed to and signed on thisday ofmonth of the year

Name of the Establishment:.....

Date:.....

Name of the Proprietor.....

Address... ..

Mobile #

Email address.....

