

Terms & Conditions for Submission

(Effective upon submission via the official Website: www.mainbhiartist.com)

These Terms & Conditions ("Terms") constitute a legally binding agreement between the submitting individual ("Artist" or "You" or "Your") and the Main Bhi Artist Team, including Mr. Laksh Maheshwari, The Shakti Collective, and any other affiliated parties (collectively referred to as the "MBA Team"). By submitting Your work through the designated form and clicking "Submit", You confirm that You have read, understood, and accepted these Terms in full.

1. Submission Guidelines

1.1 The submitted work must be Your original creation and must not have been previously officially published, licensed, or submitted elsewhere.

1.2 The submissions may only be in English or Hindi.

1.3 The submissions shall be made exclusively through the official website link: www.mainbhiartist.com. Any submission through alternative channels shall be deemed invalid.

2. Evaluation Criteria

2.1 The MBA Team may assess submissions based on the following criteria:

- Artistic merit and emotional depth;
- Uniqueness and creative expression;
- Musicality (for lyrical submissions);
- Audience engagement and overall impact.

2.2 The evaluation process is solely at the discretion of the MBA Team, which shall not be required to provide any explanation or feedback.

3. Nature of Engagement

3.1 The submission does not guarantee selection or any further contractual engagement.

3.2 If the MBA Team elects to proceed with Your submission, You may be contacted for further discussions and/or to execute a long-form agreement.

3.3 The MBA Team shall not charge any costs or fees to You at any stage of this selection process.

3.4 If Your submission is selected and commercialised, You may receive a portion of the net realised revenue, in accordance with the long-form agreement.

3.5 This initiative is a creative partnership whereby the MBA Team is investing in artistic ideas and reserves full creative control over the submissions and resulting works.

3.6 These Terms do not create any exclusive arrangement between You and the MBA Team. The MBA Team may engage with other artists, developers, and collaborators without restriction.

3.7 You agree to notify the MBA Team, through the website link mentioned above, if You are a member of any collective rights management organisation or copyright society.

4. Intellectual Property and Attribution

4.1 Upon selection and integration of Your submission into any work developed by the MBA Team, You hereby irrevocably and perpetually assign to the MBA Team all worldwide rights, title, and interest in the submitted work and all derivative works, including all intellectual property and allied rights therein, for the full term of such rights and any extensions or renewals thereof.

4.2 The MBA Team shall have the unrestricted right to adapt, modify, remix, translate, commercialise, and exploit the work, in any mode, medium or format, upon submission and selection.

4.3 You represent and warrant the following:

(a) Your submission is original and unpublished, and You own all rights, title and interest in the submission, and are permitted to transfer all rights in the submission to the MBA Team;

(b) Your creation and submission of, and the MBA Team's use of the submission does not infringe or otherwise violate the rights of any third party, including such third-party's intellectual property rights;

(c) The submission is unencumbered by any third-party rights or possible claims, including that of a collective rights management organization or copyright society.

4.4 You shall not share, license, adapt, or use the submitted work or any part thereof with third parties after submission, except with prior written consent of the MBA Team. If the submission or any part thereof is not selected for commercialisation, this restriction shall remain in effect for three (3) months following the date of submission, after which You may use the work elsewhere, unless otherwise notified in writing by the MBA Team.

4.5 If Your submitted work is selected by the MBA Team, You hereby irrevocably waive, to the extent permitted under applicable Indian law, all moral rights in relation to the submitted work, including the right to object to modification, distortion, or adaptation of the work by the MBA Team.

4.6 Attribution of the Artist shall be at the sole discretion of the MBA Team. The format, placement, and visibility of any such credit shall be determined exclusively by the MBA Team, and the absence of attribution shall not entitle the Artist to any claim or compensation.

4.7 Upon selection, the MBA Team shall have the unrestricted right to license, assign, sublicense, or otherwise transfer any or all rights in the final work to any third party, digital platform, affiliate, or distributor, for any purpose, globally and in perpetuity.

4.8 You hereby grant the MBA Team a worldwide, perpetual, irrevocable, and royalty-free license to use Your name, image, and likeness, in connection with Your submission, or any part thereof, including for purposes of promotion, publicity, and commercial use, in any media now known or hereafter developed.

5. Confidentiality

5.1 You agree to maintain strict confidentiality regarding any non-public information shared in connection with Your submission or any potential collaboration.

5.2 Confidential information includes, without limitation, artistic concepts, draft versions, communication exchanges, and monetisation strategies.

5.3 This obligation shall survive the termination of any engagement and remains enforceable for an indefinite period.

6. Indemnity

You shall fully indemnify, defend, and hold harmless the MBA Team, its members, affiliates, officers, and agents, from and against any and all losses, damages, claims, liabilities, and expenses (including reasonable legal fees)

- Arising from breach of these Terms;
- If Your work is selected for commercialisation, then arising from:
 - Any third-party claim relating to infringement, misappropriation, or violation of intellectual property rights;
 - Violation of any applicable law, regulation, or contractual obligation.

7. Limitations and Disclaimers

To the fullest extent permitted under law, the MBA Team shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, or reputational harm, arising from or in connection with Your submission or these Terms.

8. Consideration

Any consideration payable to You, if applicable, shall be governed by and subject to the terms outlined in the long-form agreement to be executed upon selection of Your submission.

9. Right to Modify, Suspend or Terminate

9.1 The MBA Team reserves the right to cancel, modify, suspend, or terminate this initiative or these Terms, in whole or in part, at any time, for any reason, including due to force majeure or unforeseen circumstances, without incurring any liability.

9.2 Clauses relating to intellectual property, confidentiality, governing law and jurisdiction, indemnity, limitation of liability, and other clauses that survive by nature shall survive the end of the collaboration process.

10. Governing Law and Jurisdiction

10.1 These Terms shall be governed by, and construed in accordance with, the laws of India.

10.2 All disputes arising from or related to these Terms shall be subject to the exclusive jurisdiction of the courts in Bangalore, Karnataka.

11. Consent and Acknowledgment

By selecting “Submit” and submitting Your entry:

- You confirm that You have read, understood, and agreed to be bound by these Terms;
- You confirm that You are the sole creator of the submitted work and authorised to make the submission;
- You agree that no further consideration or expectation shall arise beyond what is expressly stated herein unless mutually agreed in writing.