



Times She UnLtd. Entrepreneur Awards 2020 (Chapter 2)

Terms & Conditions

“Times She UnLtd. Entrepreneur Awards 2020 (Chapter 2)” (hereinafter referred to as “Award Award”) is organized and conducted by Bennett, Coleman and Co. Ltd. (“The Company”, “BCCL”). The Award Show will be conducted in 3 cities viz. Delhi (NCR region), Mumbai and Bengaluru (“Eligible Cities” / “Cities”) based on the rules and regulations stated hereunder (“Rules” or “Rules and Regulations” or “Terms & Conditions” or “T&C”). The Company reserves the right to modify these Rules and Regulations without any prior notice. You are advised to regularly access and view these Rules. If you do not agree with any of the Rules and any amendments thereto, you are advised not to participate in the Award Show. The Company shall mean and include its affiliates, group companies, its employees, officers, and directors.

Definitions

Award Show	Times She UnLtd. Entrepreneur Awards 2020 (Chapter – 2)
Award Categories	<ol style="list-style-type: none"> 1. Fitness & Wellness 2. Travel & Experiences 3. Home & Living
Award Management	Organizers of the Award Show including the Sponsor, Bennett, Coleman and Co. Ltd. or it’s respective assignees and affiliates
Eligible Cities	<ol style="list-style-type: none"> 1. Delhi (including NCR region) 2. Mumbai 3. Bengaluru
Finalist	Shortlisted Participant who will be called for presentation to Final Jury
Website	www.timesheunltd.com
Jury	A panel of eminent experts from the relevant industry who will shortlist the winners for specified award categories in each round
Participant / Applicant	Any Indian woman (resident or NRI) who runs her own large/medium/small businesses/start-ups and is above 18 years of age as on April 01 st , 2019, applies for participation by submitting a nomination form and complies with the eligibility criteria as defined in this T&C



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Period for Call for Entry (CFE)	The period i.e. from February 22, 2020 (00:00:00 IST) to April 08, 2020 (23:59:59 IST) during which Participant can send in their entries to Award Management Team
Publicity Rights	Right to use Participant's name, likeness, voice, picture, video or the content of his/her participation
Rules and Regulations	Rules governing the Award Show, stated herein in entirety, as may be amended from time to time by the Company in its sole discretion.
Winner	Any participant selected by the Jury as per pre-determined evaluation parameters

Objective

This award will be given to the woman who is an entrepreneur in any of the categories mentioned above (i.e. fitness and wellness, travel and experiences and home and living segments) and has demonstrated outstanding levels of customer or client service or business acumen. The key objective of this award is to recognize the women entrepreneurs who through online or offline mode sell products or provide services.

Eligibility criteria

This award is open to any women citizen of India:

1. who runs her own large/medium/small business/start-ups or works out of her home, co-working space, rented office space and/or owned work space.
2. who has a business either registered, headquartered or running operations from one of the application cities i.e. Delhi (including NCR), Mumbai, and Bengaluru;
3. has attained 18 years of age on January 01, 2020;
4. has a business which is in existence for minimum of 1 year till December 31, 2019
5. who is a sole proprietor / owner, or a co-founding member / partner in the Company / Firm that is registered and is having its operations in India, and has duly filed IT returns;
6. whose annual turnover from her business should be minimum of INR 5 lakhs and maximum INR. 10 crores for preceding Financial year i.e. FY 2018-19; and
7. Has a business which must be registered in India with appropriate authorities, and must provide a valid Shops and Establishments License Number or Trade License or GST Registration details of similar nature

If co-owners of a business apply separately, then both the entries will be clubbed by the Awards Management for this awards, and will be considered as a solus entry



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One participant can send in only one application per business. If the company has multi-city operations, participant should select any one of the applicable cities to submit her entry.

Call for entries and participation

1. Any participant who complies the above-mentioned eligibility criteria can apply by visiting the www.timesheunltd.com and filling the requisite details and submitting the entry forms accordingly.
2. The last date for submission of entry form is April 08, 2020 (23:59:59 IST). The Award Management reserves the right to alter, modify or change the CFE period at its sole discretion. In the event of any changes, the same may also be communicated on the website. The Award Management will not be liable for any losses arising out of such changes to the Participant (s).
3. Categorization of entries will be approved by the Jury / Awards Management. The Jury / Awards Management retain discretionary right to re-categorize an entry, if needed.
4. Participant that conforms to each of the Award categories can participate in the same category. Entry(ies) which are not attributable to the listed categories would automatically stand disqualified. Determination of the same is at the discretion of the Jury / Awards Management
5. A participant can participate in multiple Award categories for the same services if it conforms to those award categories
6. One application form can be used only for a single entry in each award category
7. Receipt of application forms after the specified last date of receipt may be permitted only for genuine reason and at the discretion of the Awards Management/Jury
8. Awards Management will not be responsible for application forms that are lost in transit / received late / damaged / loss due to lack or lapse in any communication on account of internet failure
9. Participation in the Awards in any manner will be construed as an acceptance to the Rules and Regulations stated herein
10. An entry form will be considered complete and valid, only if the following are duly completed and submitted to the Awards Management via the website www.timesheunltd.com:
 - a. Completely filled entry form
 - b. Declaration form (Agreed Declaration by the Authorized person is mandatory)
 - c. Business registration certificate (such as Trade license, Shops and establishment license, GST registration certificate etc.)
 - d. Government ID proof such as PAN Card, Aadhar Card, Birth Certificate (owner)
11. The shortlisted participants have to submit the following documents along with entry form:



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- a. Registration Certificate
 - b. Certified Copy of the shareholding / partnership
 - c. Certified Financial Statements pertaining to the two previous Financial Year's (FY – 2017 - 18 & FY – 2018 – 19)
 - d. Net Sales Turnover of the previous two Financial Year's (FY – 2017 - 18 & FY – 2018 – 19)
 - e. ITR of the previous two Financial Year's (FY – 2017 - 18 & FY – 2018 – 19)
 - f. No Objection Certificate (No criminal proceedings)
 - g. Shops and Establishments License Number or Trade License or GST license or any other document of similar nature
12. Entry shall be accepted from February 22, 2020 (00:00:00 IST) to April 08, 2020 (23:59:59 IST)
13. For the purpose of the Participation, “receipt” of the Entry shall be considered by the Company only when the entry submitted by Participant(s) is received by the Company and is visible on the Entry Platform.
14. Any automated receipt confirmation received by the Participant would not constitute proof of actual receipt. If the Participant fails to make the entry in the manner as stated hereinabove and/or has violated any rules and regulations published on the website, then his/her entry shall be considered incomplete and the Participant(s) shall not be eligible to participate further in the selection process.
15. By submitting the entry, the Participant(s) represents that the content of the entry are not confidential or comprise any sensitive personal information.
16. Each Participant has to submit only one entry in one category. In the event multiple entries are received by the Company from a single Participant for the same category, the Company shall consider only the first complete entry that has been submitted by such Participant. The Participant shall not be allowed to request any change in the entry made by the Participant.
17. Entry received from the Participant which is contrary to the Rules defined herein during or after the CFE Period shall be considered null and void.
18. The Participant shall ensure that the entry submitted is decent, in compliance with the applicable laws, and is not immortal, defamatory, abusive, offensive, insensitive, libelous or blasphemous to any person (living or dead), religious sect or section of the society, or infringe the rights of any third party including intellectual property rights, etc.
19. Participant shall not host, display, upload, modify, publish, transmit, update or share any information that:
- a. Belongs to another person and to which the user does not have any right;
 - b. Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c. Harm minors in any way;
 - d. Infringes any patent, trademark, copyright or other property/proprietary rights;
 - e. Violates any law for the time being in force;



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- f. Impersonate another person in a defamatory manner;
- g. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resources;

The Participant agrees that the Company has the right to remove any such material/ content which may not be in consonance with applicable law.

- 20. The Company shall not be responsible if the entry is not received due to any technical error/ and/ or connection failure and/ or electricity failure and/ or for any reason whatsoever.
- 21. Award Management's decision and prerogative in regard to the selection and declaration of the Finalist shall be final and binding. The Award Management at any time during or expiry of the CFE Period, at its sole discretion, increase or decrease the number of Participants to be selected
- 22. Mere submission of the entry does not confirm guaranteed participation and/or selection of the Participation in the Award Show.
- 23. On providing the mobile number for registration, it is assumed that the Participant has provided the permission to send a SMS to or permission to call him/her, whether or not such number is registered on the National Do Not Call registry.
- 24. Participants may be contacted for any additional information or / and conduct field visit to verify the information provided. Such additional information sourced from the Participant(s) will become part of the original application.
- 25. Awards Management has the right to ask for documentary proof of information / audited financial data / audit the information provided. If such a request is made and the Participant does not comply with it promptly; the Participant may be disqualified from participation in the Awards.
- 26. Information provided by the Participant will be used only for the limited purpose of evaluating the Participant's entry to these Awards and, for the specified purpose as agreed to in the T&C
- 27. Awards Management or team appointed by Awards Management will try to contact the Participant on best effort basis by any means deemed appropriate.
- 28. In the event it is not possible to contact any Participant to obtain information on them, interview them, etc. such Participant may be disqualified from further participation.
- 29. The participant hereby irrevocably authorizes the Awards Management to use the data gathered during and/or the Awards in respect of the participants. This shall be the property of BCCL and BCCL shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without BCCL's brand. Awards Management shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the participants during the Awards. Further, Awards Management shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the Awards.
- 30. All entries are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by the Awards Management and complete compliance with these Rules and Regulations. Awards Management has the sole right to

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disqualify any entry if it is not in compliance with the Rules and Regulations herein specified or any further applicable laws, regulation/ or any policies that may be specified by the Awards Management

Winner selection Process

1. Entries will be shortlisted based on eligibility criteria;
2. An interim Jury will evaluate the eligible entries basis the pre-determined criteria. The interim Jury post verification of the details, documents and eligible videos/ pictures/ website links shall shortlist at its sole discretion any number of Participants as they deem fit for each category and city
3. As part of the process of selection of a winner in each Award category, shortlisted participants will be invited to make a detailed presentation to the Final Jury followed by a question answer session
4. The Finalist(s) shall be required to carry the original and the photocopy of the below mentioned documents:
 - a. Age Proof (PAN Card/ Aadhar Card/Passport/ Driving License)
 - b. Residence Proof (PAN Card/ Aadhar Card/Passport/ Driving License)
 - c. Business registration documents
 - d. Financials
 - e. Such other documents as instructed by the Awards management
5. The Finalist(s) shall not be allowed to participate unless she furnishes all the requisite documents in a form and manner required by the Award Management.
6. Jury will select the winners in each category based on predetermined judging parameters by scoring the entries
7. KPMG (Process Advisors & Evaluators) will independently tabulate the scores and the highest scoring entry will be determined as the winner in each category;
8. In case of a tie, more than 1 (one) winner will be declared;
9. There could be one or more winners in each award category, at the discretion of the Jury;
10. The determination of who should receive an award for any award category rests with the Jury;
11. The Jury's decision is final and binding on all nominees;
12. Determination of the Award category to which an application belongs is at the discretion of the Jury;
13. Awards Management reserves the right to make the final judgment in case of any ambiguity in Rules and Regulations / disputes over suitability;
14. Participants may be contacted in case Jury needs further information. The cost of travel incurred by participants, if any, would need to be borne by the participant herself;



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15. Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Awards and agree to the Terms. Participant is competent (i.e. Participant are of legal age and mental capacity) and eligible to enter into this legally binding agreement on Participant;
16. Participant understands and agrees that merely participating in this Awards does not entitle the Participant to a prize or to any other form of consideration;
17. Participant warrants and represents to the Awards Management that all information including any communications, software, photos, text, video, graphics, music, sounds, images and other material submitted or recorded in any manner by the Participant or the partners of Awards Management including Awards Management for consideration for the Awards are solely owned by the Awards Management and do not infringe upon any other individual or Enterprise rights (including, without limitation, intellectual property rights). Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify BCCL, and the Awards Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or the defense of a claim or any costs payable thereof;
18. Participant must enter the Awards at their own will and the Awards Management are not in any way obligated or liable for any loss or costs that the Participant may suffer or incur and nothing is payable to the Participants for participating in the Awards or any event prior to or following the Awards;
19. Participants for the purpose of entering the Awards, automatically grants BCCL a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Awards, and any intellectual property in relation to and arising out of such participation in the Awards and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, the BCCL website in any display format selected by BCCL during the Awards or use by BCCL as it deems fit;
20. The Participants indemnify BCCL, its employees, officers, contractors, partner or other persons used by them in relation to this Awards and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Awards Management by any third party in connection with the Participants participation in or winning the Awards, which is inconsistent with any of the warranties and representations made by the Participants, or due to breach of these Terms and shall reimburse BCCL for any loss, costs, expense, or damage to which said indemnity applies. BCCL shall give the Participant prompt written notice of any claim or actions covered by this indemnity, and the Participant shall have the right, at its own expense, to participate in any such action;
21. In the event these Terms and Conditions do not cover any question or complaint in relation to the Awards, the same will be concluded on by the Awards Management (for all other issues) or an independent body or legal team as appointed by the Awards Management and deemed necessary



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22. The Participant agrees to give full consent unconditionally for BCCL to share any information provided by the Participant with agencies working with them with regards to the program, its recording and broadcasting and related activities including agencies involved with BCCL;
23. The decision of BCCL in relation to the interpretation of any of these Terms shall be final and binding on the participants.
24. The opportunity provided to the Participant(s) is personal in nature and hence he / she cannot transfer the opportunity to any other person.
25. The Participant(s) shall not in any circumstances make any claims against the Company and/ or its entities arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly or any related activity, to the extent permitted under law. If the Participant(s) is found to be ineligible, or if he or she has not complied with any of the Rules and Regulations, his/her participation in the Award will stand disqualified and such decision shall be final and binding
26. All the documents and details requested by and supplied to the Company by each Participant must be truthful, accurate and in no way misleading, failing which the Company reserves, at its sole discretion the right to disqualify the such Participant from availing the opportunity to participate in the Award.
27. At no point of time will the Award Management be obliged to notify unsuccessful Participant(s) of its decision.
28. The Participant acknowledges that he/ she has voluntarily chosen to participate in the Award at his/ her free will and is willing to bear all risks, costs, and consequences arising from such participation.
29. Participant should participate on their own and not on behalf of anyone else
30. Employees, officers, directors, agents and promoters including their immediate family members; of the Company and its affiliates across the globe, sponsors, advertising agency, process advisors and evaluators, contract employees/ staff, partners, their affiliates, subsidiaries, group companies in India are not eligible to participate in the Award.
31. The Company reserves unconditional right to disqualify any Participant on any grounds as deemed fit for the successful execution of the Award.
32. The short-listing of the entries and selection of winner's process is not subject to review by any participant. Awards Management will not entertain any communication, whatsoever, in this regard from any participant.
33. The entire winner selection process will be reviewed and monitored by our Process Advisors & Evaluators (KPMG).

Award

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1. In case an Award is unclaimed by the winner due to any reason, the same will result in forfeiture of the Award by such Winner and BCCL shall not entertain any claims in this regard thereafter
2. Award is not transferable or assignable and shall not be assigned to any other person. There is no cash substitution, cash redemption or cash value in lieu of the respective Award
3. BCCL gives no warranty and shall not be liable for the quality, warranty or replacement of the Award. All taxes, levies and charges relating to the Awards, if any will be borne by the Winners
4. If at any time, including after disbursement of prize, any information submitted by the Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant(s) shall be liable to refund all amounts received from the Company.

General rules and regulations

1. The Company shall keep all the information collected from the Participant(s) confidential. Participant(s) by providing the information hereby agrees that the Company shall have the right to use and share the information so collected with such other third party as it deems fit for marketing and promotional purposes in relation to the Award and the Participant hereby agrees that they shall not file any claim against the Company for sharing such personal information.
2. Whilst the Company shall make all reasonable endeavors to (i) enable Participants(s) to proceed with the Award (ii) to contact all Participants(s) at each relevant juncture of the Award, the Company does not guarantee thereof and shall in its sole discretion be entitled to proceed with the next entitled Participant(s) under these Rules, in case it is unable to successfully contact and communicate with any Participant(s).
3. Participant warrants and represents to the Company that all information, including any communications, photos, text, video, graphics, images and other material submitted by the Participant for the Award (“Content”), are solely owned by the Participant or are provided with the express authority of the applicable owner(s) and the use of the Content by the Company will not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Participants shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the Award Management, the Company, or their respective parents, subsidiaries, affiliates, and their respective officers, directors, employees, process advisors and process auditors, contractors and agents, sponsors, partners, third party associates from any claims (in India or abroad), arising out of or in connection with losses, costs, damages, expenses from infringement or alleged infringement by any content, or the defense of a claim or any costs payable thereof.
4. In consideration for participating in the Award, the Intellectual Property Rights (IPR, including but not limited to trademark, copyright, design, patent, etc.) arising out of and in connection with Award including but not limited to any communications, photos, text, video, images,

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documents, the performance of the Participant and other material created by any Participant in relation to the Award ('Material') shall be a work for hire owned by the Company and/or its assignees and if not deemed a work for hire shall hereby be assigned upon creation to the Company, without any further documentation and the Company is hereby permitted to use it as per its sole discretion and without any further reference, permission or consent from the Participant or the Company. Participant hereby assigns any and all rights that the Participant may have or acquire in the material and all benefits and/or rights resulting therefrom to the Company without additional compensation. Participant hereby agrees to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. All such assignment of rights shall be perpetual, irrevocable, and universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Material. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'Moral Rights'. For avoidance of doubt the Company wishes to clarify that, any and all kind of developments, material, creations, created or provided or developed by the Participants during the call for entries and/or during the course of the Award shall be solely and exclusively owned by the Company.

5. The Participant by participating in the Award automatically grants to the Award Management and the Company a royalty-free, irrevocable, universal, transferable, exclusive right and license to use and display such entry for participation, and the Award, and any intellectual property rights in the Content and in relation to and arising out of such participation in the Award and images or footage thereof which shall include trade publications, press releases, electronic posting to the Web Page, or any other website, "BCCL" web site and channel, electronic hyperlinks to the Web Page and any display format selected by the Company during or after the Award or use by the Company as they deem fit and mutually agreed between them, without any further documentation, permission or consent of the Participant. For avoidance of doubt the Company and Award Management wish to clarify that though the Award Management and the Company have a license to use and display such entry for participation, and the Award, and any intellectual property rights in the Content and in relation to and arising out of such participation in the Award (as stated in detail above) the intellectual property rights in the materials and any developments, creations supplementary and ancillary thereto shall always be owned by the Company.
6. By entering into the Award and/or accepting the prizes, the Participant (individually) waives all copyrights, rights of publicity and any related rights and consents to the Company's right to picture, tape or portray him/her as a Award winner, and to exhibit this material 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, except where prohibited by law. The Winner also consents to the Company's right to use Participants (her name), voice or picture, or the content of his/her participation i.e. Publicity Rights. The Company can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with the Company.



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7. Participant agree to participate in the Award at their own will and the Award Management, the Company are not in any way obligated or liable for any loss or costs that the Participant may suffer or incur and nothing is payable to the Participant for participating in the Award or the Award or the events following the Award broadcast.
8. The Award Management, the Company cannot and shall not be accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Award. Further, neither the Award Management, the Company nor its contractors will be held responsible for matters out of its control and for force majeure reasons.
9. Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on circumstances. It is expressly provided that Award Management reserves the right to change the dates and timelines at its sole discretion.
10. The Award Management reserves the right to, at its sole discretion, withdraw or amend or add to these Rules / format of the Award at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any Participant may suffer as a result of participating or attempting to participate in the Award, the Award being withdrawn or the Rules / format being amended.
11. The Company nor any of its affiliates or group companies shall be liable for any damage or loss (including but not limited to indirect, punitive or consequential loss) arising from personal injury or death, or loss of, or damage to property, which is suffered or sustained in connection with the participation herein or any aspect of the Award and further neither the Company nor any of its affiliates or group companies shall be responsible for any consumer grievances with respect the participation for the Award.
12. The Company shall not be responsible or liable in any manner whatsoever for any incident, accident that may occur during the course of the Finalist's travel to or from the venue of the Award.
13. Using of false names/ identities, illegal/false mobile numbers, fake email addresses and/or any other illegal means either online or in hard copies shall be considered as suppression of facts and if the company has to suffer of any adverse consequence in this respect, the Applicant/s shall be disqualified and penalized for the same in any manner as the Company may deem fit.
14. Applicants found indulging in any malpractices including but not limited to cheating, misrepresentation, providing false information shall be disqualified from the on-going Award and strict legal action may be taken by the Company against such Participant(s)
15. In the event any Participant (including winner) is found to be in violation of any rules of the Award or is found to be involved in any form of fraud, misrepresentation, dishonesty during the Award, the Award Management reserves the right to initiate legal proceedings against such Participants and take any other action in its sole discretion including but not limited to recovering the prize money or any expenses it may have incurred towards that Participant(s).
16. The decision of the Company on all matters, queries or disputes, concerning the Award including the selection of Applicants for the Finals, the number of rounds of selection, the



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criteria for selection for further rounds and the Rules and Regulations shall be final and binding and no correspondence shall be entertained in this regard.

17. All information provided in connection with the Award is provided "as- is" without warranty of any kind (w.r.t. authenticity of information) Award Management makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant(s) and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, or fitness for any particular purpose.
18. With respect to prize, any withholding requirements will be complied with. Taxation of any proceeds should be discussed with your tax advisor. Taxes on the prizes are the sole responsibility of the prize winners.
19. The Participant(s) agrees that participation in any stage of the Award shall not entitle him/her for participation in subsequent stage. The Award Management reserves its right to disqualify and/or exclude, in its sole and absolute discretion, any participant from any stage of the Award without assigning any reason, therefore.
20. The Participant specifically agrees, allows, grants and permits the Company or any party authorized by it to record (audio-video/audio or video) the participation process/performance at Award, including but not limited to the performance and any interaction of the Participant with the Company or fellow Participant or any judges and/or representative of the Company, if any, of the Participant(s) rendered during entire Award or any related series of video recordings which have been shot during the Award on film, tape or digital or other electronic media and includes recording of any personal questions or conversations relating to the personal lives of the Participants ("Footage") and agrees that the Footage may be used by the Company as it deems fit anywhere in the world at any time now or in the future, including but not limited for promotion of the Award. For the avoidance of doubt, all rights in the Footage vests exclusively with the Company worldwide in perpetuity and the Company is entitled to exploit the same in any manner it may deem fit.
21. The Participant(s) agrees that they are in no way connected to the Company, its subsidiary or affiliates or any group companies. Participation by anyone shall be rejected, if it is found that the Participant is related to the Company in any way as mentioned herein above.
22. Participant(s) shall not offer any bribe or make any gesture towards any ground management team to get any favors. Any such acts shall eliminate the Participant from Award. Any fraud in respect to entry forms or tampering of selection process will attract legal action and disqualification from the Award.
23. Participant(s) agrees to follow all directions/rules and regulations framed or given by the Company from time to time in connection with the selection process and the Award.
24. The Participant(s) agrees that his/her participation is of voluntary in nature and by his/her own risk and will have no claim against the Company on any account whatsoever. The Company shall not be responsible for any damage, loss or any form of physical or mental harm or injury caused to him/her.

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25. For the purpose of participation, all expenses if any, including travelling and lodging cost shall be borne by the Participant. This clause is applicable to the participant or anybody accompanying him/her as well.
26. Participant should not carry any weapon, alcohol or drugs of any kind, otherwise he/she shall be disqualified from the Award.
27. The Participant agrees, confirms and warrants that he/she shall have no right, title, interest or other claim whatsoever over her performance/photos submitted or created during the Award and the copyright in the same shall vest with the Company in perpetuity for the entire world.
28. Company shall not be responsible to the winner for cancellation, discontinuance and/or postponement of the Award.
29. The Participant(s) agrees and undertakes that he/she is not entitled to any cash equivalent or alternatives for participation in the Award.
30. The Award may be discontinued or terminated by the Company at any point of time without assigning any reason thereof.
31. The Company reserves the right to modify the rules and/or the terms and conditions from time to time without any prior/public notice.
32. The Participant undertakes to provide and/or execute any documents as may be deemed necessary by the Company to effectively carry out his/her obligations under the Award and/or Terms and Conditions.
33. Company shall not be responsible in any circumstances for the non-fulfilment of commitments/ obligations of Third Party.
34. All the decision of the Company shall be final and binding. No disputes regarding the participations/selection/rejection/broadcast or rights of the Participant will be entertained at any point of time. Decisions of the Award Management shall be final and binding on the Participant(s).
35. The Participant(s) shall hold harmless and indemnify, the Company, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma or lost opportunity suffered by the Participant(s) in connection with the Activity and also to the extent possible under law, waives all rights to 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 to claim any damages or reliefs.
36. The Applicant(s) shall indemnify and hold the Company harmless, its group companies, affiliates and subsidiaries and their respective officers, directors and employees, against any loss that may occur to them due to non-adherence of these Rules and the other Rules as contemplated herein to be complied by each Applicant.
37. The Company, shall be under no liability whatsoever to the Participants, in respect of any loss, damage suffered by the Participant arising from or pursuant to the Award or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant at any stage of the Award whether or not caused (1) by the Participant's participation in the Award,

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or being selected or disqualified including loss of opportunity, loss of earnings, employment or otherwise caused to the Participant and arising as a result of his/her participation in the Award, if selected; (2) as a result of the decisions of the Company; (3) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Company; (4) by any printing, typographical or technological errors in any materials associated with the Award and/or (5) while travelling for the purpose of the Award. Notwithstanding the generality of the foregoing, the Company expressly excludes 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, business, revenue, goodwill or anticipated savings pursuant to participation in the Activity. In no event will the measure of damages include, nor will the Company be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant and/or Guardian; or circumstances beyond the Company's reasonable control.

38. These Rules and Regulations and the Award shall be governed by and construed in accordance with the laws applicable in India. Any and all disputes arising with respect to the Award and/or these Rules and Regulations shall be subject to exclusive jurisdiction of the competent Courts in Mumbai.
39. All rights in respect of this Rules and Regulations are reserved by the Award Management and are subject to change from time to time, without any prior intimation by the Award Management by way of publishing the same on its website. Participants agree that they will abide by same.
40. If any provision of these Rules and Regulations are held by any court or other competent authority to be void or unenforceable in whole or any part, the other provision of these Rules and Regulations and the remainder of the affected provisions shall continue to be valid.
41. The Award Management is empowered to take a decision on any case not covered by the present Rules and Regulations.
42. Each provision of this Rules and Regulations shall be considered severable, and if for any reason any provision(s), or the application of such provision(s) to any person, entity or circumstance, shall be held invalid or unenforceable, such provision(s) shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof, or the application of the affected provision to persons, entities or circumstances other than those to which it was held invalid or unenforceable.
43. The Participant(s) hereby agree that they have read and understood the Rules and Regulations mentioned hereinabove and agree to abide by the Rules for participation in the Award

Indemnities



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1. The Participant(s) and their legal heirs hereby shall hold harmless and indemnify the Award Management, the Company, affiliates, group companies, partners, sponsors, process advisors and evaluators, process partners, its agents, representatives, its employees, officers, and directors. contractors, partners or other persons used by them in relation to this Award and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Company, Award Management, or by any third party in connection with the participation in the Award, winning the Award, or awarding or the use or misuse of any prize and shall reimburse the Company, and/or the Award Management for any loss, costs, expense, or damage to which said indemnity applies.
2. Any conflict related to various provisions and interpretation of these Rules will be addressed by the Award Management. The decisions of the Award Management shall be final and binding.
3. If participants are unclear as to these Rules or any element of the voting process, they can write in with their questions, concerns or queries to sheunltdawards@timesgroup.com. The Company shall make efforts to respond to the e-mail on a best-effort basis, however, shall not be held responsible in the event that no response is received. In case no response is received, the same shall not be used as a ground to extend timelines for any category.

Disclaimers

1. Award Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property ownership rights, or violations of any law, rule or regulation.
2. The Website is provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, the Company and the Award Management disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the Award, and website. Without limiting the foregoing, the Company and the Award Management specifically disclaim any warranty (a) that the Web Page will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the Web Site (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Participant use of the Web Site, online entry form results in the need for servicing or replacement of Participant or another's equipment or data, the Company and the Award Management are not responsible for those costs.

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3. Participation in this Award is free of cost and all participants are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Award Management abhors such practices and disclaims all responsibility for the same. The Award Management shall not be liable to any Participant for any amount paid in this regard.

Limitation of Liability and Remedies

1. The Award Management reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any Participant who is deemed ineligible or for any reason that the Award Management feels is necessary and/or appropriate, including without limitation, if that Participant has not complied with these Rules of the Award, the Award Management determines he/she is attempting to undermine the legitimate operation of the Award by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participant or the Award Management, the Selection Panel, Jury or has interfered, in Award Management's sole opinion, with the proper conduct of the Award.
2. Participants or any other person that accesses the Web Page, agrees that neither the Company nor any third party content or service providers involved in the Award will be liable to Participant for any loss or damages, either actual or consequential, arising out of or relating to these Rules, Participant's use or inability to use the Web Page, or to Participant's reliance upon information obtained from or through the Web Page, participation in the Award, travel, or use or misuse of any prize. 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 availability of data), arising out of or relating to the awards, terms of use, visitor's use or inability to use the Web Page, online entry form or to visitor's reliance upon information obtained from or through the Web Page, participation in the Award, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.
3. The participation in the Award implies unconditional acceptance of all these Rules and Regulations of the Award by the Participant.

Website

1. The Company shall not be under any obligation to Participant and shall have no obligation or rights in relation to the Award and shall have no claims whatsoever against the Company relating to the selection process, gratification or the running of the Award.



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2. The Company shall not be responsible for:
 - i. Any delivery, failures relating to the registration or uploading videos/presentations etc.;
 - ii. Award 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.