



TERMS & CONDITIONS

- By participating in the Awards, participants agree to abide by and be bound by these Terms and any amendment(s) thereto. In event the Participant is an organization, Participant and the individual applicant submitting details and agreeing to these terms and conditions on behalf of the participating organization hereby represent and warrant that the said individual applicant is the authorized representative of the participating organization and has the necessary rights to bind the participating organization to these Terms.
- The awards may be changed / modified / split / merged / increased or canceled at the sole discretion of Times Internet Limited (“Organiser/Management/Awards Management”) without any prior notification.
- The nominated entries/initiatives cannot be in a planned for future or in work-in-progress phase. Only completed successful campaigns that have shown significant impact would be considered for the awards.
- If no Participant in a category is found to be satisfying the eligibility by the Awards Management, the prize may be canceled. The decision of the Awards management in this regard will be final and non-awardable. The Awards management will not entertain any queries in this regard
- Employees and Immediate family members of the organizers are not allowed to participate.
- Participation in the awards is subject to terms and conditions and policy (or policies) available on the website <https://brandequity.economictimes.indiatimes.com/martech-awards> and participants agree to abide by them.
- The Award categories may be changed/modified/split / merged/increased or canceled by the Organiser and/or Jury based on the number of entries received in any category, and the quality of the entries. The decision in this regard will be

final, non-contestable and binding on all participants. The Organiser/Management will not entertain any queries in this regard.

- Awards Management will not be responsible for application form/forms that are damaged/lost due to lack or lapse in any communication because of internet failure or any other reasons.
- Management has the right to ask for documentary proof of information. If the participant does not comply with the request, the participant may be disqualified from the awards.
- Participation in the Awards in any manner will be construed as an acceptance to the Terms & Conditions stated herein.
- Participants can fill the form on the website and submit the completed application form online
- Management shall have a right to disqualify any Participant in case of violation of this term or in case of any third-party claim relating to IP infringement or any third party right.
- No work which is copied/replicated / influenced/redone by an existing initiative will be permitted to participate
- Management has the right to ask for documentary proof of information. If the participant does not comply the request, the participant may be disqualified from the awards
- Participant warrants and represents to the 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 Management including the Management for consideration for the Awards are solely owned by the Management and do not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Participant shall be completely responsible for handling claim of infringement or alleged infringement by any third party and shall indemnify Management entities (in India or abroad) and the Awards Management from any claims, costs or damages from infringement or alleged infringement of any third-party rights including intellectual property right or the defines of a claim or any costs payable thereof.

- Participants must enter the Awards at their own will and the Management is in no 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.
- Participants for the purpose of entering the Awards, grant Awards Management 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 Awards Management website in any display format selected by Awards Management during the Awards or use by Awards Management as it deems fit. The Participant grants Management irrevocable consent in perpetuity to the use his/ her name, photographs, audio-visuals in connection with the Awards, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to online, internet, radio, broadcast and television, newspapers and magazines at any time without the Participants further knowledge or consent.
- The Management reserves the right to, at its discretion, withdraw or amend or add to the T&C of the Awards at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any individual or organization may suffer as a result of participating or attempting to participate in the Awards, the Awards being withdrawn, or its Terms amended.
- All disputes relating to or arising out of the Awards shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at New Delhi, India.
- The Participants indemnify Awards Management, 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 Management by any third party in connection with the Participants participation in or winning the Awards, breach of any of the warranties and representations made by the Participants, or due to breach of these Terms and shall reimburse Awards

Management for any loss, costs, expense, or damage to which said indemnity applies.

- Decision of Management on all matters is final and binding on all Participants and no correspondence will be entertained on the same.
- In the event these Terms do not cover any question or complaint in relation to the Awards, the same will be concluded on by the Awards Management or an independent body or legal team as appointed by the Awards Management and deemed necessary.
- The Participant agrees to give full consent unconditionally for Awards Management to use itself and/or share any information provided by the Participant with agencies/entities working with them with regards to the awards, program, its recording and broadcasting and related activities including agencies/entities involved with Awards Management.
- The Participants acknowledge that Management shall not be liable for any costs, expenses, charges, fees, taxes, etc. incurred by the Participant(s) in participation, and the Participant(s) shall be absolutely responsible and solely liable for the same.
- Awards management or its group companies are not liable or responsible for any action or decision taken by Participant or anyone acting on Participant's behalf or under Participant employment or under contract with Participant. Awards Management shall not be under any obligation to Participant and Participant shall have no obligation or rights in relation to the Awards and shall have no claims whatsoever against the Awards Management relating to the selection process or the running of the Awards.
- Management is not responsible for any errors or omissions in the terms and conditions contained herein. Management hereby states that all information provided relating to the Award is provided 'as is' without warranty of any kind. Management makes no representations and disclaims all express, implied and statutory warranties of any kind to the Participants and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- Notwithstanding anything to the contrary, there shall be no liability of Management to the participant(s) from any cause whatsoever or otherwise.

Under no circumstance, shall Management and/or its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives, be liable to the participants /or any third party, for any lost profits or lost opportunities, direct, indirect, special, consequential, incidental, or punitive damages whatsoever, even if Management has been advised of the possibility of such damages.