#### **Event Terms and Conditions**

- By participating in the Awards, you ("Participant") agree to abide by and be bound by these Event Terms and Conditions ("Terms"), any amendment thereto which Three Fingers Entertainment Ltd. reserves the right to amend.
- These Terms may be modified by the Award management team of Three Fingers Entertainment Ltd. ("Award Management") without any prior notification. Participant is advised to regularly review these Terms on Website. Participant must clarify with the Award Management in case of any ambiguity or disagreement.
- The award may be changed / modified / split / merged / increased/ withdrawn or cancelled at the sole discretion of Three Fingers Entertainment Ltd.
- If no Participant in a category are found to be satisfying the eligibility by the Awards Management, the prize may be cancelled. The decision of the Awards Management in this regard will be final and binding. The Awards Management will not entertain any queries in this regard.

# **Eligibility Criteria for participation in the Awards**

- The participating organization should have its registered office in India and carrying out business in India as a sole proprietorship, partnership, public company, private company, HUF or trust and SMEs
- Employees and immediate family members of the Awards Management of the Awards are not allowed to participate
- The Award categories may be changed / modified / split / merged / increased or cancelled by the Awards Management 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 Awards management will not entertain any queries in this regard.

## **Call for Entries & Participation**

- The call for entries for the Awards will be announced in one or more media platforms and / or by direct communication, and that shall be construed to be adequate notice for call for entries
- Participant can apply for the Awards by completing the application form online
- Link to fill the application form forms will be available on the website <u>Nomination</u>
  <u>Application Form</u>
- Participant needs to duly fill all information points on the Application Form & Nomination form
- A Participant can have multiple entries in multiple categories

 The Awards management has the right to reclassify application form/forms from one prize category to another, at their discretion

### **Submission of Entries- Online**

- Last date for submitting completed application form is notified on the website
- Participation in the Awards in any manner will be construed as an acceptance to the Terms and conditions stated herein

# **Completeness of Entries/ Disqualification**

- All mandatory fields of the application form need to be complete in all respects;
  else it may be disqualified from participation.
- Entries will be accepted in English language only
- The work submitted by the Participant must be original in nature and created for this Awards only. Award 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 campaign will be permitted to participate
- All work submitted by the Participants for the Awards, including but not limited to Intellectual Property Rights therein, will be owned by the Management

#### **Timelines**

- The defined timelines are subject to change based on circumstances
- Management and its sub-contractors shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Awards or its ceremony or any part of its processes or public voting because of any factors beyond its control
- All payments for all associations need to be completed before the date of the event

## Additional Information

- Participants may be contacted for any additional information to verify the information provided. Such information sourced from the participants will become part of the original application.
- Management has the right to ask for documentary proof of information. If such a request is made and the participant does not comply within 5 working days from the date the request is made, the participant may be disqualified from the awards

- Management or team appointed by Management will try to contact the Participant on best effort basis by any means deemed appropriate.
- 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
- The participant hereby irrevocably authorizes the Management to use the data gathered during and/or the Awards in respect of the participants. This shall be the property of Three Fingers Entertainment Ltd. and Three Fingers Entertainment Ltd. shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Three Fingers Entertainment Ltd. 's brand.
- Under No circumstances, delegate fee or nomination fee will be refunded

### Winner determination

- An independent jury appointed by the Management will evaluate the entries and determine the winners for the Awards.
- If required, the Participants will be asked to present their work to the jury members in person.
- Cost of traveling & accommodation shall be borne by the shortlisted participants themselves

#### General

- Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Awards and agree to the Terms and that Participant is competent (i.e. Participant are of legal age and mental capacity) and eligible to enter into this legally binding agreement on Participant
- 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
- 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 Three Fingers Entertainment Ltd. 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 Three Fingers Entertainment Ltd. entities 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

- Participant must enter the Awards at their own will and the 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
- Participants for the purpose of entering the Awards, grant Three Fingers Entertainment Ltd. 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 Three Fingers Entertainment Ltd. website in any display format selected by Three Fingers Entertainment Ltd. during the Awards or use by Three Fingers Entertainment Ltd. as it deems fit
- 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
- Should a Participant wish to withdraw from the Awards, kindly inform management in writing at any time up to two weeks prior to the final ceremony
- 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 Delhi, India
- Three Fingers Entertainment Ltd. and its partner/ directors, employees, consultants, assume no liability whatsoever for any direct or indirect loss or damage arising from Participants participation in the event.
- The Participants indemnify Three Fingers Entertainment Ltd., 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, which is inconsistent with any of the warranties and representations made by the Participants, or due to breach of these Terms and shall reimburse Three Fingers Entertainment Ltd. for any loss, costs, expense, or damage to which said indemnity applies. Three Fingers Entertainment Ltd. 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.
- Three Fingers Entertainment Ltd. shall not be liable to the Participant for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by Three Fingers Entertainment Ltd. in performance of its obligations. For the purpose of this condition such circumstances shall include,

without limitation, the circumstances beyond the control of the Company and shall also include the effect of any natural element or other acts of State or God, pandemics, or other industrial disturbances, war, riots, civil commotion, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities.

- If any provision of these Terms is held to be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of these Terms other than those which are held invalid or unenforceable, shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable Terms shall be replaced with Terms, which are valid and enforceable and most nearly reflect the original intent of the unenforceable Terms.
- 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 (for all other issues) 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 Three Fingers Entertainment Ltd. 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 Three Fingers Entertainment Ltd.
- The decision of Three Fingers Entertainment Ltd. in relation to the interpretation of any of these Terms shall be final and binding on the Participants.
- Any dispute arising out of these Terms and Conditions shall be governed by the laws of India and courts at New Delhi shall have exclusive jurisdiction in respect of any disputes arising out of these Terms.
- If Participants are unclear as to the Terms or any element of the Awards or have any queries/concerns pertaining to the Awards, they can write in with their questions, concerns or queries to the following email address: events@favfairs.com
- Participants undertake that they wish to participate in the event out of their own will without any duress.
- Participants undertake that they have not been lured into participating in the event through any unfair means.

Three Fingers Entertainment Ltd. shall endeavour to the best of its ability to respond thereto.

## Website

- The website provides information and acts as the only means to enter the Awards.
- Three Fingers Entertainment Ltd. shall not be responsible for:
- Any delivery, failures relating to the registration or uploading videos/presentations;
- Any SPAM generated messages as result of Participant accessing the Website;
- Awards Management not receiving or rejecting any data;
- 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
- Other conditions/situations or failures beyond its control

The Participant agrees to be bound by the Website Terms of Use and the Website Privacy Policy.

### **Disclaimers**

Three Fingers Entertainment Ltd. is 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. Three Fingers Entertainment Ltd. 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 Three Fingers Entertainment Ltd. relating to the selection process or the running of the Awards

Management has no obligation to screen the entry material in advance and is not responsible for monitoring entries for preventing violation of intellectual property ownership rights, or violations of any law, rule or regulation. If the Management is notified of submissions or materials that may not conform to the Terms, it may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such an entry from consideration. The Management has no liability or responsibility to Participants for performance or non-performance of such activities.