## **TERMS & CONDITIONS**

- 1. The terms and conditions contained herein (hereinafter referred to as "**Terms**") apply to the contest titled *Swachhta Ki Pathshala* ("**Contest**") to be conducted by New Delhi Television Limited ("**NDTV**").
- 2. Your participation in the Contest will be construed as an acceptance of the Terms. If you do not agree to any of the Terms you should not participate in the Contest.
- 3. NDTV reserves the right to modify the Terms at any time without any prior intimation.
- 4. This Contest will commence on 6th November, 2015 and will end on 15th November, 2015.
- 5. The Contest is open to Indian schools located within the geographical territory of India only.
- 6. Employees of NDTV & its subsidiaries/group companies and their families are not eligible to participate in the Contest.

## **RULES OF PARTICIPATION**

- 1. Participating schools are required to submit photograph(s)/videos or both to show the *Swachhta Ki Pathshala* organized in their schools on 14<sup>th</sup> November, 2015. The participating schools should upload these videos/images on to http://swachhindia.ndtv.com/swachhta-ki-pathshala/ ("**Website**").
- 2. All photographs/videos submitted/uploaded shall be original clicked/shot by the participants themselves.
- 3. The participants can send more than one photograph/video to participate in the Contest.
- 4. From all the entries received the best will be shortlisted / selected by NDTV and a winner will be announced on http://swachhindia.ndtv.com/.
- 5. NDTV shall give out certificates of participation to every school that organizes a *Swachhta Ki Pathshala*.
- 6. The representatives of **one** winning school will get a chance to meet Mr. Amitabh Bachchan and a mention during the telethon *Banega Swachh India* to be telecasted on NDTV ("**Prize Event**").

- 7. For any video footage filmed by participants or any photograph clicked by the Participant which violates any individuals/Group or organization's privacy, NDTV will not be held responsible for it.
- 8. NDTV shall contact the winning school within 3-5 working days after the school has been chosen as the winner. The winner will have to provide their identity proof and complete contact details to the NDTV representative. The winning school may be required to submit (by post or email) copies of relevant documents as may be required by NDTV before being entitled to the Prize Event.
- 9. NDTV shall make reasonable efforts to confirm the veracity of the winning school before inviting the representatives of the school for the Prize Event. However, if the verification of the winning school is not possible due to any reason(s) including but not limited to, the inability to contact the winning school, submission of incomplete documents, or any other reason beyond the reasonable control of NDTV, NDTV shall be entitled to forfeit the entitlement of the winning school and select an alternate winner in its place.
- 10. It is the responsibility of winning school to ensure its contact details are current and up to date. NDTV accepts no responsibility for change of address or contact details, which has not been informed to NDTV.
- 11. Mere participation in the Contest does not entitle you to win the Prize Event.
- 12. The entries that will be uploaded on the Website shall be selected at the sole discretion of NDTV.
- 13. The participants shall submit only those photos/ videos in which they have the necessary effective and unencumbered right, title and interest, including but not limited to copyright and all ancillary rights, including the rights of distribution, redistribution and public display rights. The participants agree that the material submitted by them does not violate any intellectual property right and/or any other legal right.
- 14. By entering the Contest, participants grant NDTV a royalty-free, worldwide, perpetual, non-exclusive license to display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or subsequently developed, for any educational, promotional, publicity, exhibition, archival, and all other standard purposes. Any photograph reproduced will include a photographer credit as feasible. NDTV will not be required to pay any consideration or seek any additional approval in connection with such uses.
- 15. NDTV reserves the right to cancel any part or the entire Contest.

- 16. The Management of NDTV & its subsidiaries/group companies reserve the right to cancel/ postpone/ stop this Contest at its discretion or change all or any part of terms and conditions that are applicable, without giving prior intimation of any kind and being liable for any consequential losses/ damages.
- 17. Nothing here in amounts to a commitment or representation by NDTV to conduct further or other schemes/ contests.
- 18. Comments of participants or materials sent to NDTV including feedback and other communications of any kind shall be deemed to be non-confidential. NDTV is free to reproduce, distribute and publicly display such feedback and contest entries without limitations or obligation of any kind including on television and on social media platforms like Facebook and Twitter. NDTV is also free to use any ideas, concepts, know-how or techniques contained in such feedback for any purpose. NDTV reserves the right to analyze and summarize data that we collect and also reserves the right to publish, distribute, share summaries of the data collected with sponsors or other business partners without limitations or obligations of any kind.
- 19. It is the sole responsibility of the participants to ensure that they are entitled to participate in this contest as per the applicable law in of the territory where they reside.
- 20. We are fully committed to following laws related to the collection of data and to our carefully considered policy on data collection. You are required to give us the correct details about yourself and NDTV will not be liable for any damages direct or indirect for any wrong details submitted.
- 21. The decision of NDTV and / or its representatives, employees, directors, officers or agents with respect to the contest, any matter related thereto including the manner of choosing of winners will be final and binding on all participants and no questions, correspondence, enquiries, etc. on the manner of conduct of the contest from any party whatsoever will be entertained.
- 22. NDTV reserves the right to cancel or postpone the contest without giving any reason and shall not be held liable for any such cancellation or postponement.
- 23. By participating in this Contest, you (and if you are a minor, your parents or legal guardians) accept all risk and consequences of entry and participation in this Contest, and agree to release and hold NDTV, its officers, directors, affiliates, employees, contractors, subsidiaries, agents and partners harmless from any and all consequences, liability, losses, damages (including without limitation, consequential, punitive, incidental, special or increased damages and those related to personal injury, death or damage to property) and costs and expenses, of any kind, under any legal theory, arising from or related to this Contest, including but limited to your entry and

participation in this Contest, the acceptance and/or use (or misuse) of any prize, printing errors, any claims based upon rights of publicity and invasion of privacy.

- 24. Participant shall indemnify NDTV, its officers, directors, affiliates, contractors, subsidiaries, agents, employees and partners from and against all claims or suits including any intellectual property right claims and any damages or costs (including reasonable attorneys' fees) arising from or relating to entrant's violation or inaccuracy of any warrantees or representations made relating to this Contest. NDTV assumes no responsibility for errors which may occur in the transmission of participant's entry.
- 25. In no event shall NDTV's liability for any claim made by any participant for any reason exceed Rs. 5000/- (Rupees Five Thousand Only).
- 26. These terms and conditions shall be governed by and construed in accordance with the applicable laws in India. Any dispute including any dispute arising out of all matters with respect to the contest are subject to the jurisdiction of the Courts at New Delhi only.
- 27. For any feedback, suggestions, queries, email us at CleanIndia@ndtv.com.