

HDFC Tech Innovators 2024
Terms and Conditions

1. Definitions and Disclaimers:

Awards	HDFC Tech Innovators Awards, 2024 to be held on 22 nd October 2024 at Mumbai.
Awards Management	Personnel from HDFC Capital Advisors Limited and / or organizers who are responsible for the overall conduct of the Awards duly authorized by HDFC Capital Advisors Limited.
Group Entity	With respect to a person not being a natural person, shall mean any entity, which, directly or indirectly, Controls, is Controlled by or is under common Control with such person. The term ' <i>Control</i> ' of a person means, directly or indirectly, ownership of or control over more than 50% (fifty percent) of the equity share capital of such person (being a company) and/or the power to direct the management or policy decisions of a person
HDFC Capital	HDFC Capital Advisors Limited, a company incorporated under Companies Act, 1956, having its registered office at Ramon House, H.T Parekh Marg, 169 Backbay Reclamation, Churchgate, Mumbai – 400020.
HDFC Group	HDFC Capital and its Group Entities
Jury	A group of persons appointed by Awards Management to decide the winners of the Awards
Participant	Any person/entity/organisation that participates by applying for the Awards in terms of these Terms
Terms and Conditions ("T&C" or "Terms")	These terms and conditions governing the Awards, as may be amended from time to time in terms of paragraph 1.2 below.
Website	https://www.hdfccapital.com/techinnovators/

1.1. The organizer of this Award and any events connected thereto is HDFC Capital.

1.2. These Terms may be suspended, cancelled or modified, added to, or truncated (with prospective or retrospective effect) by the Awards Management (including the categories of Awards) at any time without any prior written notification/consent of any person, at the sole and absolute discretion of the Awards Management with or without attributing any reasons for it. The Participant is advised to regularly review these Terms uploaded on the Website. If there is any disagreement with any of the Terms and any amendments thereto, Participant must not proceed to register for the Awards. If any Participant proceeds to register for the Awards, such Participant shall be deemed to have accepted and agreed to these Terms, as amended from time to time. HDFC Capital, its employees, officers, directors, representatives, agents, consultants (including Cunomial Technologies Private Limited), advisers (including E&Y), Awards Management, the Jury and the partners/sponsors of the Awards (collectively, "**Organising Parties**") and the HDFC Group do not take responsibility for any loss or damage that any Participant may suffer because of participating or attempting to participate in the Awards, the Awards being withdrawn, or its rules amended.

1.3. The Awards and these Terms applicable to the Awards may be changed / modified / split / merged / increased / decreased or cancelled by the Awards Management, at their sole and absolute discretion with or without attributing any reasons for it.

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2. Awards categories:

Category name	Explanation
Consumer Tech Award	Recognize an organization that leverages technology to transform and enhance the consumer experience across various industries. This category recognizes companies that use cutting-edge technology to improve the way consumers interact with the providers of products and services, offering new levels of convenience, efficiency, personalization, and engagement.
FinTech Award	Recognize an organization that is revolutionizing the financial industry through innovative technology. This category celebrates startups/entities that are making significant strides in the financial technology (FinTech) industry by offering groundbreaking solutions that enhance financial services, improve user experiences, and drive industry transformation.
PropTech Award	Recognize an organization that is transforming the built environment with innovative technology solutions. This category celebrates startups/entities that are advancing the construction and real estate industries.
Sustainability Tech Awards	Recognize an organization that is leading the way in environmental sustainability with groundbreaking technology. This category highlights startups/entities that are addressing environmental challenges through innovations in renewable energy, waste management, water conservation, sustainable agriculture, and energy efficiency.
New Age Technology Awards	Recognize an organization for their pioneering spirit, industry-specific innovations, and their ability to disrupt and redefine their respective fields through technological advancements. Focus remains on industry-led innovations, honoring the wide array of tech-driven advancements and disruptions achieved by organizations across various sectors, while excluding tech agencies and pure tech companies.

2.1. If no Participant in a category is found to be worthy of inclusion in a particular Award category by the Jury/Awards Management at the sole and absolute discretion of the Jury/Awards Management with or without attributing reasons, the Award category may be cancelled by the Jury and/or Awards Management. The Jury and/or Awards Management may club categories and / or may decide to add nominees in particular category. The decision of the Jury/Awards Management in this regard will be final and non-contestable. The Jury/Awards Management will not entertain any queries in this regard.

3. Eligibility criteria:

- 3.1. The individual representing a Participant entity/organisation applying for the Awards must be the founder/co-founder of such organisation.
- 3.2. The individual representing a Participant entity/organisation applying for the Awards must be of the age of 18 or above as on July 31, 2024.
- 3.3. Participant organization must have been incorporated between August 1, 2014, and July 31, 2024, and should not exceed 10 years of existence.

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- 3.4. Participant organization's annual consolidated turnover must not exceed Rs. 100 crores for any single financial year since its incorporation.
- 3.5. Participant organization must be registered in India as a private limited company incorporated under the Companies Act, 2013, a partnership firm duly registered with the relevant Registrar of Firms under the Indian Partnership Act, 1932, or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008.
- 3.6. Participant organization must not have been formed by or must not be a result of splitting up or restructuring (whether by way of any scheme of arrangement approved by a court/tribunal or a contractual arrangement or otherwise) an already existing business.
- 3.7. In the opinion of the Awards Management, the Participant organization should work towards development or improvement of a product, process or service and/or have scalable business model with high potential for creation of wealth and employment.
- 3.8. Participants who are currently at their ideation/conceptualization/prototype stage and have not undertaken commercial operations (in the opinion of the Awards Management) cannot apply for the Awards.
- 3.9. Participants must have already developed an MVP (Minimum Viable Product).
- 3.10. Participant organization must hold a valid GST registration / incorporation certificate under the Companies Act, 2013, and the Awards Management will require these documents from the shortlisted Participants.
- 3.11. Shortlisted Participants will be required to submit the audited consolidated financials for financial years 2023-24 and 2022-23.
- 3.12. The final eligibility of the Participant to participate in the Awards will be subject to the sole and absolute discretion of the Awards Management and/or the Jury. Further, the Awards Management and/or the Jury shall not be required to give any reasons for its approval/disapproval to any Participant from participating in the Awards.

4. Completeness of entries and disqualifications

- 4.1. Application forms must be filled in English only by the Participants eligible to apply for the Awards in terms of paragraph 3 above ("**Eligible Participants**").
- 4.2. The application form needs to be complete in all respects.
- 4.3. Disqualification of entries made by Participants is at the sole and absolute discretion of Awards Management and / or Jury, on a case-by-case basis including on the ground of breach of the provisions of these Terms. Further, the Awards Management and/or the Jury shall not be required to give any reasons for any acceptance/disqualification of the Participant.

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- 4.4. If at any time, any information provided by a Participant is found to be incorrect in any manner, then the Participant will be disqualified from the Awards.
- 4.5. If after the conclusion of the Awards ceremony, any information provided by any Participant is found to be incorrect in any manner, then the Participant will be liable to return the Awards trophy and other benefits granted by the Organising Parties to the Participant (if any) with immediate effect.
- 4.6. Determination of whether information provided by the Participant is incorrect or not is at Jury's and / or Awards Management (as the case may be) sole and absolute discretion and such determination shall be final and binding on the relevant Participant. Further, the Awards Management and/or the Jury shall not be required to give any reasons for its approval/disapproval of the information provided any Participant.

5. Call for entries and participation

- 5.1. Any Eligible Participant can apply for the Awards by submitting the application form with complete and accurate details available on the Website <https://www.hdfccapital.com/techinnovators/> .
- 5.2. The Jury and/or Awards Management reserves the right to reclassify application forms from one award category to another, at its sole and absolute discretion without assigning any reasons. This shall not be contestable in any manner.`

6. Receipt of entries

- 6.1. Any Eligible Participant can apply for the Awards by logging on to <https://www.hdfccapital.com/techinnovators/> and filling the online application form including attaching the supporting documents along with the application form directly on the Website.
- 6.2. Last date for receiving application forms shall be at the the sole and absolute discretion of the Awards Management and may be shortened or extended by the Awards Management at its sole and absolute discretion.
- 6.3. Receipt of application forms after last date of receipt specified may be permitted only at the sole and absolute discretion of the Awards Management.
- 6.4. Awards Management may reject any application form which is received in an incorrect/corrupt format or received post the deadline for submission of application forms or incomplete forms or non-satisfactory to the Awards Management in any manner.

7. Winner declaration

- 7.1. The Awards Management and/or Jury reserves the right to offer or withdraw any of the Awards granted to any Eligible Participant at any point of time, including after they have been announced for any reason whatsoever.

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- 7.2. The Awards Management shall have the liberty, but not the obligation, to publish information with respect to the submission made by the Participants.
- 7.3. The Participants represent, warrant, and declare that the details furnished in the application form and supporting documents submitted for the Awards are true, correct, and complete and, wherever required, provided after thorough due diligence and inquiry. In case any of the said information is found to be false or untrue or misleading or misrepresenting or if the Participant is not duly authorized to disclose such information (whether under applicable law or by way of contract), the Participant will be liable and accountable for any consequences resulting thereto including indemnifying the Organising Parties for any expenses, costs, losses, claims, or damages incurred by them (whether direct or indirect) as a result of the above.
- 7.4. The Participant authorizes the Organising Parties to use the content / information submitted as part of its nomination/ participation (as a part of the application form or otherwise), in whole or in part and use and display such content / information, which shall include trade publications, press releases, electronic or social media posting to any website and/or any other display format selected by the Organising Parties during the Awards ceremony or at a later point in time as they may deem fit.
- 7.5. The Awards Management and/or Jury may, in its sole and absolute discretion, exclude a Participant from participating in any part of the Awards on various grounds, which may include without limitation (i) circumstances which renders the Participant unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the Participant; (iii) any other reason that, at the Awards Management's and/or Jury's sole and absolute discretion, would adversely impact the Award and/or the Organising Parties. At no point of time will the Awards Management and/or Jury be obliged to notify unsuccessful Participants of its decision.
- 7.6. The Awards Management and/or Jury is not responsible if a call to a Participant (including the winners of the Awards) is not successful due to:
 - a. Line being busy
 - b. Congestion
 - c. No answer received
 - d. Poor call conditions / unclear reception
 - e. Number engaged
 - f. Call drop
 - g. E-mail not delivered
 - h. Any other reasons
- 7.7. The Awards Management and/or Jury further reserves the right to replace, at its the sole and absolute discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Award, with another Eligible Participant who should be eligible to be a winner.
- 7.8. The Awards Management will, on best effort basis, use the e-mail address mentioned in the application form by the relevant Participant, to intimate their eligibility to participate in the Awards or their winning of the Awards won, if any. Inability on the part of the Participant to accordingly show or provide the required identification proof could entitle Awards Management to disqualify the Participant.

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- 7.9. The Organising Parties will have no liability to a Participant who is unable to take part in the Awards, for whatever reason and Awards Management shall be entitled to disqualify the Participant(s) from the Awards, at any time, at the sole and absolute discretion of Awards Management.
- 7.10. The Awards Management further reserves the right to replace, at its sole and absolute discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Awards, with another Participant, notwithstanding that such Participant may have been previously eliminated from the Awards. Each Participant shall agree to collect the Award from such location at their own costs and expenses, as and when required by Awards Management to do so.
- 7.11. If at any point, it is determined by Awards Management that any person has tampered with the Website, or any data / servers / database / etc. related to the Awards, the Awards Management reserves the right at its the sole and absolute discretion to revoke any Awards and / or initiate litigation as deemed fit and necessary by Awards Management.
- 7.12. The winning Eligible Participant hereby agrees that he/ she/they shall not hold Organising Parties responsible for any delays and/ or disputes and/or claims arising out of the Award and shall indemnify the Organising Parties against all such claims.
- 7.13. The Participants hereby agree and acknowledge that the decisions of the Awards Management and/or Jury regarding eligibility of a Participant to participate in the Awards and/or the winner of the Awards are final and binding on all the Participants and cannot be contested or challenged.
- 7.14. The Awards Management and/or Jury may refuse to Award the winners in the event of any fraud, dishonesty, misrepresentation, misconduct, negligence, or non-entitlement or non-eligibility or any breach of these Terms on the part of any of such winner(s) to participate in the Awards, under these Terms.

8. Prohibited Activities

- 8.1. Any infringement or infiltration or attempt to do so by way of viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's person computer or property including that of the Participant. The Organising Parties and/or the HDFC Group cannot be held liable for the above and the Participant hereby releases and relinquish any claims it may have against the such parties in relation to the above.
- 8.2. The Participant shall not use the Website in any manner intended to damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of the Website.

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- 8.3. The Participant shall not attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means.
- 8.4. The Participant shall not obtaining or attempt to obtain any materials or information stored on the Website, or the servers, or associated computers of the Organising Parties and the HDFC Group through any means, not intentionally made available through the Website.
- 8.5. A Participant shall not attempt to gain unauthorized access to any confidential information or data in the control of the Organising Parties and HDFC Group entities including by way of infringement, hacking, snooping, phishing or any other means of illegal or immoral access.
- 8.6. The Participant shall not attempt to bypass security measures or exploit vulnerabilities (both online and physical) in relation to the Awards and/or HDFC Group and/or any person associated with the Awards in any manner.

9. Limitations & Disclaimers

- 9.1. The Organising Parties will not be responsible for late/ incomplete/ corrupted/ defective entries / application forms and/or which cannot be read or viewed for any reason, and such entries /application forms shall stand automatically disqualified. The Organising Parties shall not be responsible if for any technical, physical, or other reasons, the application form / entry is not received or cannot be read/ viewed/ judged.
- 9.2. Notwithstanding any other provision contained herein, these Terms, the Awards or any information made available in respect to the Awards shall not be construed to be as an offer to invest or any expression of interest by the Organising Parties. It is further clarified that nothing in these Terms shall be deemed or construed to constitute or imply any commitment or obligation on the part of Organising Parties to make any investment or funding in any Participant or to provide any mentorship/guidance or any kind of assistance to or engage in any kind of discussions/correspondence with any Participant.
- 9.3. An Organising Party may in its sole and absolute discretion choose to make an offer (binding or non-binding) to fund or invest in any of the Participants (whether such Participant is an Eligible Participant and/or a winner of the Awards or not) by way of separate written communication. You agree and acknowledge that any such offer may be subject to such terms and conditions (as may be agreed between the relevant Participant and the relevant Organising Party), statutory and internal approvals and/or further due diligence by such Organising Party on such Participant, to the complete satisfaction of such Organising Party.
- 9.4. The Organising Parties give no warranties in respect of any aspect of the Awards, or any materials related thereto or offered at the Awards and, to the fullest extent possible under the laws governing these Terms, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Awards are given on an "as-is" basis. The Organising Parties do not accept any responsibility or liability for reliance by you or any person on any aspect of the Awards or any information provided at the Awards.

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- 9.5. The Awards Management and/or Jury shall have the right to remove/disqualify one or more Participants from the Award ceremony in the event of unparliamentary behavior or any behavior that is not acceptable to the Awards Management and/or Jury, by the Participant or persons representing the Participant.

10. Indemnification

- 10.1. Each Participant agrees to indemnify, defend and hold harmless the Organising Parties and the HDFC Group (collectively, “**Indemnified Parties**”) from and against any and all losses, damages, claims, liability and costs of every nature incurred or suffered by one or more Indemnified Parties (including but not limited to litigation costs and attorneys’ fees) in connection with any claim, damage or loss related to the personal information and content of the application form submitted by the Participant, arising out of its participation in the Awards and/ or any misrepresentation, fraud, misconduct, mala fide conduct and/or, commission of any Prohibited Activities as laid down in paragraph 8 of these Terms.
- 10.2. The indemnification rights of Indemnified Parties under these Terms are independent of, and in addition to, such other rights and remedies that the Indemnified Parties may have under applicable law, in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

11. Website

- 11.1. The Website is only for informational purposes (<https://www.hdfccapital.com/techinnovators/>) for the Awards. The Organising Parties 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. The Organising Parties shall not be under any obligation to Participant and Participant shall have no claims whatsoever against the Organising Parties, including in relation to the selection process or the running of the Awards.
- 11.2. The Organising Parties shall not be responsible for:
- a. any delivery, failures relating to the registration or uploading videos/presentations;
 - b. any SPAM generated messages as result of Participant accessing the Website;
 - c. the Organising Parties not receiving or rejecting any data;
 - d. 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
 - e. Other conditions/situations or failures beyond its control.

12. Disclaimers

- 12.1. The Organising Parties have no obligation to screen the entry material in advance and is not responsible for monitoring entries/application forms for the purpose of preventing violation of

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intellectual property ownership rights, or violations of any law, rule, or regulation. If the Organising Parties are notified of submissions or materials that may not conform to these Terms and/or is in breach of any applicable law, it may investigate the allegation and determine in good faith and at its sole and absolute discretion whether to eliminate such an entry/application form from consideration. The Organising Parties have no liability or responsibility to Participants or other users of the Website for performance or non-performance of such activities.

- 12.2. The Organising Parties' and/or HDFC Group's failure to exercise any right shall not be deemed a waiver of any further rights. The Organising Parties and/or the HDFC Group shall not be liable to the Participants for any failure to perform its obligations in relation to the Awards. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary for these Terms to otherwise remain in full force and effect and enforceable. The rights and obligations of the Participants as set out in these Terms are not assignable, transferable, or sub-licensable except with Awards Management's prior written consent. These Terms shall be governed by the internal laws of India and the Parties shall submit to the exclusive jurisdiction of the courts located in Mumbai, India.
- 12.3. A party that substantially prevails in an action brought in relation to these Terms is entitled to recover from the other party its reasonable attorneys' fees and costs. It is agreed that these Terms are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the Awards.
- 12.4. No agency, partnership, joint venture, or employment is created because of these Terms, and you acknowledge that you do not have any authority of any kind to bind the Organising Parties and/or the HDFC Group in any respect whatsoever.
- 12.5. Notwithstanding any other provision contained herein, no Participant shall have any right to make any claims against or seek damages from the Indemnified Parties in relation to the Awards or take or threaten to take any steps that may cause reputational harm or disparagement to any of the Indemnified Parties.

13. Systems and availability

- 13.1. The Organising Parties, their affiliates, process advisors, contractors, partners and promoters are not and shall not be held responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Website, internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Participant / Participant's ability to participate, including any injury or damage to Participant or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. The Organising Parties are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted, or misdirected applications, which will be disqualified.

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- 13.2. Any loss or outrage or dissatisfaction suffered during the course of the Awards by a Participant would not be the responsibility of Organising Parties and/or their associates/ affiliates and the Organising Parties and/or their associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- 13.3. In the event any data loss, the Organising Parties may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Organising Parties should not be held responsible for any loss of data, or the action taken on account of the same. The Organising Parties will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- 13.4. Multiple entries/application forms from the same Participant and/or its Group Entities shall not be accepted by the Organising Parties. Participants and its Group Entities are advised to select 'only 1' category from and submit their nominations accordingly.
- 13.5. Prior to start of the Awards, the Participant must check that the Websites are operational and functioning correctly. The Participant is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the Website.
- 13.6. In the rare cases, the server is down during the call for entry period, Organising Parties will, at their sole and absolute discretion but not as an obligation, determine such measures as it may deem fit.
- 13.7. The Participant acknowledges that all possible issues may not have been identified by Organising Parties and agrees to hold harmless the Indemnified Parties and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the Participant or the Participant's property, or device shall not be the responsibility of the Organising Parties or its partners.
- 13.8. No person (i.e., either the Participant, or any person on behalf of the Participant) shall initiate litigation against the Indemnified Parties or its partners in any manner and direct all their grievances to <https://techinnovators.hdfccapital.com/>.
- 13.9. The Organising Parties shall not be liable for any failure of the application server or system during Awards.

14. Confidentiality and Publicity

- 14.1. The Organising Parties shall keep all the personal information collected from the Participant confidential and shall not share the information so collected with any party, save and except with HDFC Bank Limited ("**HDFC Bank**") and/or with statutory/governmental authorities required under applicable law. The Participant by providing the aforesaid personal information hereby agree that and consent to (i) the Organising Parties using such information for the purpose of the Awards and for considering any investment in/funding the Participant; and (ii) HDFC Bank using such information for the purposes of offering its banking products services, as

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detailed in Notice and Request for Consent , which can be accessed at the following link:
<https://bit.ly/4dyIJHT>.

- 14.2. By applying for the Awards, the Participant agrees to participate in any media or promotional activity resulting from the Awards and agree and consent to use of their name, logos, brands, taglines and other intellectual property by the Organising Parties.
- 14.3. The Awards Management will contact Participant in advance of any Awards Management media request for interviews. The applications, submissions and other material of the Participant may also be used for promotional, marketing, advertisement press and media purposes and the Participant agrees to waive any rights and not assert any intellectual property rights that they have or may have in the project submission. The Awards Management reserves the right to publish the name, logos, brands, taglines and other intellectual property of the Participant, on Website or through other media for publicity purposes. The Participants acknowledge that they will not be paid for use of such intellectual property and hereby release and relinquish any past, present, or future monetary or other claims against the Indemnified Parties and its affiliates for such use.
- 14.4. The Participant shall not, without the prior written approval of Awards Management, speak to or engage in any manner with the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Awards. The Participant shall not disclose any information whatsoever relating to the Organising Parties to any other party. Violation of these Terms including this paragraph 14 shall immediately disqualify the Participant's prospects of further participation.
- 14.5. The Participant shall always keep confidential, all particulars and details regarding the Awards.
- 14.6. Any photographs, videos etc. submitted by the Participants / winners to Awards Management or recorded, shall on submission / creation become the intellectual property of HDFC Capital and shall be available to Organising Parties for exploitation across all mediums throughout the world in perpetuity without any consent/intimation requirements of/to the Participant. The Participants shall ensure that the photos or videos or any other material submitted by them in any public domain, or their performances shall not be obscene, vulgar, defaming, denigrating women, or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. The Participants shall solely remain liable for any action (criminal/civil) arising therefrom.
- 14.7. Acceptance of these Terms by the Participant constitutes permission for the Organising Parties, including its affiliates, to click photographs, record videos of the Participants and use the Participants name, photographs, likeness, voice, and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

15. Privacy

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- 15.1. The Participant agrees that and consents to the data submitted with an entry, including but not limited to name, mailing address, phone number, and email address may be collected, processed, stored, and otherwise, to be used by (i) the Organising Parties for the purpose of the Awards and for considering any investment in/funding the Participant; and (ii) HDFC Bank for the purposes of offering its banking products and services. By entering the Awards, Participants agree to and provide their consent to the transmission, processing, disclosing and storage of this personal data for the purposes detailed in Notice and Request for Consent, which can be accessed at <https://bit.ly/4dyIJHT>.
- 15.2. The Participant confirms that it always has and, will continue to have, competence and necessary authorisation/ consent from all relevant individuals whose data is being shared, as required under applicable data protection legislation, for the Organising Parties and HDFC Bank to use and disclose such personal data in accordance with these Terms.

16. Warranty and indemnity

- 16.1. The Participant warrant that its application/ submission is its own original work and, as such, it is the sole and exclusive owner and rights holder of the application submitted and that it has the right to submit the entry in the Awards and grant all required licenses. Each Participant agrees not to submit any application that: (a) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity, or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.
- 16.2. To the maximum extent permitted by law, the Participant indemnifies and agrees to always keep indemnified the Indemnified Parties from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default, or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, the Participant agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (i) any project submission or other material uploaded or otherwise provided by Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Participant in connection with the Awards; (iii) any non-compliance by Participant with these Terms; (iv) claims brought by persons or entities other than the parties to these Terms arising from or related to Participant's involvement with the Awards; (v) acceptance, possession, misuse or use of any award or participation in any Awards-related activity or participation in the Awards; (vi) any malfunction or other problem with the Website in relation to the entry and participation in the Awards by Participant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Awards by Participant and in the voting process by consumers; (viii) violating paragraph 8 (*Prohibited Activities*) of these Terms or (ix) any typographical or other error in the printing, offering or announcement of any award or winners in relation to the application and participation in the Awards by Participant.

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16.3. The Participant and / or any of its affiliates, shall not, without the prior written consent of HDFC Capital, issue any media releases, public announcements or public disclosures, or use and/or publish the name, trademarks, trade names, logos or service marks of the Organising Parties and the HDFC Group including, without limitation, in promotional or marketing material or in other promotional information (including but not limited to brochures, advertisements (in print media or digital media), reports, letters, white papers, and electronic media such as e-mail or web pages, or social media) or any other materials, or as part of a list of customers/ clients, provided that nothing in these Terms shall restrict any disclosure required by law, regulation or legal, judicial process (including an order of a court of competent jurisdiction) or a written requirement of a regulatory authority having competent jurisdiction, in which case, to the extent legally permissible and reasonably practicable, such person shall promptly notify HDFC Capital in writing prior to making any such disclosure.

17. General

17.1. The Organising Parties and the HDFC Group shall not be held responsible in case the Participant is unable to utilise any benefits offered by any third party as part of the Awards.

17.2. Notwithstanding any other provision contained herein, the aggregate liability of the Indemnified Parties shall not exceed INR 10,000 (Indian Rupees Ten Thousand only).

17.3. The Participant agrees that (i) in case of individuals, he/she is competent to enter into a contract and these Terms constitute its valid and binding obligations; and (ii) in the case of bodies corporate, they are duly organized and validly existing under applicable laws, in their respective jurisdiction, have the power and authority to enter into, deliver and perform these Terms, and these Terms constitute its valid and binding obligations.

17.4. The Participant understands and agrees that merely participating in this Awards does not entitle the Participant to an award or to any other form of consideration.

17.5. The Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the Indemnified Parties from any claims, costs or damages from infringement or alleged infringement of the brand, logo or trademark or any other intellectual property of any party or the defense of a claim or any costs payable thereof.

17.6. The Participant, for the purpose of entering the Awards, automatically grants the Awards Management and the HDFC Group 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 Website in any display format selected during the Awards as it deems fit.

17.7. Should a Participant wish to withdraw from the Awards, kindly inform the Awards Management in writing on techinnovators@hdfccapital.com at any time up to one week prior to the final Awards ceremony.