

Terms & Conditions

 startupindia.gov.in/content/sih/en/data-innovation-bazaar/terms-and-conditions.html

4. Eligibility and Registration:

i. The Challenge is open to Teams that constitute individuals that are Indian resident individuals. As of the beginning of the Term, all members of the Team are required to be at least eighteen (18) years of age. The Challenge is not open to the following persons/members/Team who are:

- a. Employees of the Sponsors or their immediate family members;
- b. A member or employee of the Strategic Partners/ organisations connected to this Challenge or their immediate family members;
- c. Immediate family members of the Panel.

ii. To enter the Challenge, Teams are required to submit a business summary in the format as prescribed for the Challenge. Completed business summaries are required to be submitted by the Teams by filling the application form on or before 12:00 AM IST on November 1, 2018 at <https://www.startupindiahub.org.in/content/sih/en/data-innovation-bazaar.html> Teams shall receive a confirmation e-mail from [startupindiahub@investindia.org.in] upon successful submission of the application form as prescribed above. Teams are required to note that the Sponsors or Support Organisation in connection with the Challenge may contact them via e-mail if any additional information for the purpose of the Challenge is required.

iii. Sponsors do not claim ownership over the applications submitted or any newly developed intellectual property. The Teams grant the Sponsors, their affiliated companies and the Strategic Partners a transferable, worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up license under all intellectual property rights in the applications submitted and any and all intellectual property developed during the Term of the Challenge, limited to the following activities:

- a. To reproduce, publically perform and display, distribute and create derivative works of the applications and/or any and all intellectual property developed during the Challenge;
- b. To disclose such applications to third parties; and
- c. To publish Team members' name or alias in connection with this Challenge.

iv. Teams should not include technical details to a level which might affect their capacity to protect and, at some future point, exploit their intellectual property. Teams should also ensure they understand their rights in relation to intellectual property developed during the Term of the Challenge and the protection of such rights.

v. Teams are required to note that submissions must comply with the requirements as stated in <https://www.startupindiahub.org.in/content/sih/en/data-innovation-bazaar.html> and any correspondence from the Challenge to Teams will be done via e-mail or SMS to the e-mail address and contact numbers provided by the Teams during registration. Sponsor and other organisations associated with the Challenge are not/shall not be held liable for any network failure, data storage failure, telecommunications failure, malfunction or other such default caused beyond Sponsor's / Support Organisation's reasonable control.

vi. The use of any idea by a Team which has already been patented must be agreed to through a legally enforceable instrument by the originator of the idea and the same must be expressly credited by the Team during the Term.

vii. All applications must comply with the requirements as set out in the guidelines mentioned on the online Application form listed out at <https://www.startupindiahub.org.in/content/sih/en/data-innovation-bazaar.html>.

5. Evaluation Criteria and Panel

Evaluation, selection, scoring and all other criteria required for selecting Teams through the Term will be undertaken by Sponsors and other mentors, experts and advisors as introduced by the Sponsors ("Panel"). Sponsors shall be responsible for the purposes of assessing ideas, strategies, presentations, prototypes, business plans, decks, and preparing the selected Teams' ideas for interaction with the Panel, and shall include the following criteria as key areas of focus for selecting winners:

- i. Use & Analysis of Quality Data Sources
- ii. Relevance to the Problem Statement
- iii. Creativity & Innovation
- iv. Feasibility of Solution
- v. Clarity of Communication

76. Prizes

For the overall Challenge, the following prizes ("Prizes") shall be awarded based on the criteria described herein:

- i. For Phase I – Top 40 teams from online submissions to be invited to present at a prominent venue in New Delhi.
- ii. For Phase II – Presentations made at a prominent venue in New Delhi by the selected Teams in Phase I will be evaluated by the Panel. The Top 3 teams selected from this Phase II presentation day will be awarded as follows:
 - a. 1st Prize – INR 10 lakhs
 - b. 2nd Prize – INR 7 lakhs

c. **3rd Prize – INR 5 lakhs**

In addition, these three teams along with next seven highest scoring teams from this Phase II will be awarded a three-day innovation boot camp event on Western Digital's Bangalore campus.

7. Representations and Warranties

Teams represent, warrant and covenant that their applications to the Challenge do not:

- i. infringe any third party intellectual property rights and further does not violate any existing confidentiality obligations of the Team;
- ii. contain any software or programme code subject to any restrictions or third-party limitations;
- iii. contain any viruses, worms, spyware, other components or instructions that are malicious, deceptive or designed to limit or harm the functionality of a computer;
- iv. assign any rights, obligations or privileges to any third party other than to the Sponsor in the manner intended herein, either in the present or future;
- v. contain material that may be considered as defamatory, libelous, hateful, racially or religiously biased or offensive, threatening or harassing to any individual, partnership or corporation; and
- vi. violate any laws of India.

8. Liability

The Sponsors and Strategic Partners shall be under no liability whatsoever in respect of all actions, Claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like) (hereinafter "Dispute") and costs, charges and expenses whatsoever, arising directly or indirectly out of:

- i. any Disputes from any third parties relating to the credit, character and reputation (including actual or perceived loss of reputation, defamation or the like), alleged to have been caused by the Teams in relation to this Challenge. The settlement of this Dispute shall be the sole responsibility of the members of the Team;
- ii. the exercise by the Sponsors of their rights to terminate the Challenge;
- iii. any mis-statement, mis-representation, error or omission in any details of the application, as disclosed to the Sponsors;
- iv. late, lost, delayed, damaged, misdirected, incomplete, undelivered, inaccurate, illegible or unintelligible applications;
- v. telephone, electronic, hardware or software program, network, internet or computer malfunctions, failures or difficulties of any kind;
- vi. failed, incomplete, garbled, or delayed computer transmissions;

- vii. Any failure by the Teams to understand the rights in relation to intellectual property, or the rights of Sponsors, Strategic Partners or any third party in relation to intellectual property;
- viii. the downloading of any material in connection with this Challenge;
- ix. the cancellation of this Challenge, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal, state or local law, order or regulation, public health crisis, or order of any court of law or any condition caused by events beyond the reasonable control of the Sponsors which may cause the Challenge to be disrupted or corrupted;
- x. any injuries, losses or damages of any kind arising in connection with or as a result of the funding/financial grants provided, or acceptance, possession, or use of the funding/financial grants, or from participation in the Challenge; or
- xi. Any printing or typographical errors in any materials associated with this Challenge. Proof of submission of the application will not be deemed to be proof of receipt of the application by Sponsors.

Sponsors make no representations or warranties of any kind express or implied, regarding any funding/financial grants or a Teams' participation in the Challenge. By participating in the Challenge, each Team member agrees to release and hold sponsors and its employees, officers, directors, shareholders, agents, representatives of sponsor, its affiliates, subsidiaries, advertising, promotion and fulfillment agencies harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Challenge or resulting from the acceptance, possession, or use of the funding/financial grants, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Each Team member also agrees to release and hold sponsors harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Challenge or resulting from the acceptance, possession, or use of the prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

The Sponsors shall not be liable to the Team, any members of each Team or any third party for direct, indirect, consequential, incidental, exemplary, special or punitive damages, including lost profits, loss of savings, loss of business opportunity, regardless of the form of the action or the theory of recovery, even if such party has been advised of the possibility of such damages.

9. Confidentiality

- i. Members of the Panel, external advisors, mentors, industry and business experts will be appointed on the basis that they are prohibited from disclosing or using any details of the Team, or any other information submitted in connection with the Challenge, except in accordance with these Terms and Conditions.

ii. Sponsors, Strategic Partners or any of the organizations as mentioned on <https://www.startupindiahub.org.in/content/sih/en/data-innovation-bazaar.html> cannot accept any responsibility for the actions of any Panel member, advisor, mentor, and industry or business expert for their obligations in respect of confidentiality.

iii. Sponsors will not sign any Non-Disclosure Agreement (NDA) with Teams. While every effort will be made to preserve the confidentiality of each application, it is suggested that highly sensitive material be excluded from the application if a Team is concerned about the confidentiality of such material. All reasonable measures to ensure the protection of intellectual property of applications received for the Challenge will be taken. Protection of such rights is however, ultimately the responsibility of each Team.

10. Amendments

The Sponsors shall have the absolute discretion to amend or supplement any of these Terms and Conditions without assigning any reasons or without any prior intimation to the Teams. The Sponsors may notify / communicate the amended Terms and Conditions by hosting the same on <https://www.startupindiahub.org.in/content/sih/en/data-innovation-bazaar.html> or in any other manner as decided by the Sponsor. The Teams shall be responsible for regularly viewing these Terms and Conditions, including amendments thereto as may be posted on <https://www.startupindiahub.org.in/content/sih/en/data-innovation-bazaar.html> and shall be deemed to have accepted the amended Terms and Conditions.

11. Privacy

i. Teams agree that any personal information (“**Personal Information**”) provided to Sponsors or its authorized third parties may be used by Sponsor and its authorized third parties to fulfil actions under these Terms and Conditions and such Personal Information shall be governed by the Sponsor’s privacy policy available here: <https://www.wdc.com/en-um/about-wd/legal/privacy-statement.html> (“**Privacy Policy**”).

ii. The Sponsors reserve the right to make changes to the Privacy Policy without any prior notice to the Teams. The Teams should continue to check the Privacy Policy for updates and amendments, as the Teams will be deemed to have accepted any changes to the Privacy Policy.

iii. The Teams hereby agree that the Sponsors may use and retain the Personal Information for a lawful purpose and to the extent deemed necessary by the Sponsors and for any other ancillary purposes as decided by the Sponsors.

iv. The Teams hereby also agree that the Sponsors may transfer or disclose such Personal Information to such other agencies which the Sponsors may consider necessary, whether affiliates or otherwise and whether in India or otherwise.

v. The Teams hereby agree that the “reasonable security practices and procedures” adopted in regard to the processing and protection of Personal Information shall be bound by the Privacy Policy and accordingly, the rules of the Government of India notified under

section 43A of the Information Technology Act, 2000 are hereby excluded.

12. Governing Law

This Challenge is governed by and construed in accordance with the laws of the Republic of India and the courts of Bangalore will have jurisdiction over all Disputes that may arise out of and in relation to this Challenge.

13. Miscellaneous

- i. Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries.
- ii. Sponsors are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any application to be received by Sponsors on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to Team's or any other person's computer relating to or resulting from participation in this Challenge or downloading any materials of this Challenge.
- iii. Sponsors are not responsible for applications not received due to lost, failed, delayed or interrupted connections or miscommunications, or other electronic malfunctions. Sponsors are not responsible for incorrect or inaccurate entry information, whether caused by Teams, any other persons or by any of the equipment or programming associated with or utilized in the Challenge.
- iv. Sponsors may assign their rights and obligations under this Challenge to any agency or affiliate as deemed necessary.