

## HYSEA 10x Product Awards 2023

### Terms & Conditions

“HYSEA Product Awards 2023” (hereinafter referred to as "**Award Show**") is organized and conducted by Hyderabad Software Enterprises Association (“**The Association**”, “**HYSEA**”). The Award Show will be conducted based on the rules and regulations stated hereunder (“**Rules**” or “**Rules and Regulations**” or “**Terms & Conditions**” or “**T&C**”). HYSEA reserves the right to modify these Rules and Regulations without any prior notice. You are advised to regularly access and view these Rules on the website ‘<https://www.hysea.in>’. If you do not agree with any of the Rules and any amendments thereto, you are advised not to participate in the Award Show. The Association shall include its affiliates, employees, assignees, and members of the association.

#### Definitions

<b>Award Show/ Award</b>	HYEA 10x Product Awards 2023
<b>Award Categories</b>	<ul style="list-style-type: none"> <li>➤ HYSEA 10x Product Awards (10 promising Startups will be awarded)</li> <li>➤ Established products(includes Products by Established Companies)</li> </ul>
<b>Award Management</b>	Organizers of the Award Show including subcontractors/ third party engaged, the Sponsor, HYSEA or it’s respective assignees and affiliates
<b>Website</b>	<a href="https://www.hysea.in">hysea.in</a>
<b>Call for Entry (CFE) Period</b>	The period i.e., from 8 <sup>th</sup> Dec 2022 – 10 <sup>th</sup> Jan 2023 during which Participant(s) can send in their entries to Award Management Team (subject to change at the Awards Management's discretion)
<b>Participant / Applicant (Nomination)</b>	Any Telangana based organization with either its Head office/ Registered office in Telangana <b>or</b> any organization with more than 50% of its product development team in Telangana sending an application to participate in the Awards.
<b>Shortlisted Participants</b>	Eligible Participants who may be required to deliver an elevator pitch to the interim Jury who will determine the top 35 Participants in HYSEA 10x Product Awards category and top 10 in Established category for the final round using pre- determined evaluation criteria subject to any changes at the Awards Management's discretion.
<b>Jury</b>	A panel of eminent experts from the relevant industry (inclusive of leading entrepreneurs, business leaders, venture capitalists, HNIs, CIOs and academician) who will shortlist the winners for specified award categories in each round

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<b>Finalist</b>	Shortlisted Participants who qualify for the final round and who will be required to deliver an elevator pitch to the final Jury at the expo on 8 <sup>th</sup> Feb 2023.
<b>Winner</b>	Any Participant selected by the Jury as per pre-determined evaluation parameters to be declared on February 8 <sup>th</sup> , 2023 (subject to change at the Awards Management's discretion)
<b>Publicity Rights</b>	Right to use Participant's name, likeness, voice, picture, video, or the content of his/her participation
<b>Rules and Regulations</b>	Rules governing the Award Show, stated herein in entirety, as may be amended from time to time by the Association in its sole discretion.

**Awards Category**

<b>Sr. No.</b>	<b>Award Categories</b>	<b>Description</b>
1.	<b>Emerging product</b>	This award category will seek to award and recognize new and/or emerging tech start up's which have been incorporated in the last 5 years that are in early revenue or early scale stage.
2.	<b>Established Product</b>	This award category will seek and recognize products by Startups and well established Indian/foreign MNC's, GCCs which have been incorporated for more than 5 years

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#### Eligibility criteria

HYSEA invites organizations in Telangana to send their entries for HYSEA 10x Product Awards 2023. The following eligibility criteria apply to all Awards categories:

- Participation in this Award is voluntary and is open for all Telangana based organizations with a significant portion/ base/ presence in Telangana. For the purpose of this Award, an organization must fulfil at least one condition as prescribed below:
  - a. An organization must have its Head office or Registered office in Hyderabad/ Telangana **OR**
  - b. An organization must have more than 50% of its Product Development team based out of Hyderabad/ Telangana.
- The organizations must be incorporated as a Company (Public/ Private), a Registered Partnership Firm, a Limited Liability Partnership, NGO, a Trust (Public/ Private), or a Society.
- The organizations must have a product present in the market and must have trade specific registration in India with appropriate tax/ regulatory authorities as applicable (e.g., CE, FSSAI, MSME, GST Registration or Shops & establishments license and any other registration details of similar nature).
- Participants applying for the Awards must be the authorized representative of the organization and have the authority to legally bind the organization, including (without limitations) to the terms and conditions of these Rules and to any other required documentation as contemplated in these Rules.
- Participants must be at least eighteen (18) years of age at the time of submission as on December 1, 2022 and should not have any criminal conviction.
- Employees and assignees of HYSEA and its affiliates i.e., sponsors and partners of the Awards are not allowed to participate in the Awards
- Participation in the expo is mandatory for an award in any of the Award Categories.

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- The following eligibility criteria are specific to the award categories mentioned below:

Award Categories	Description
<b>HYSEA 10X Product Awards</b>	<ul style="list-style-type: none"> <li>✓ Organizations must have been incorporated for not more than 5 years</li> <li>✓ The organizations must submit its Certificate of incorporation / Partnership deed/ LLP agreement/ Trust deed etc.</li> <li>✓ The organizations must have must have a working product present in the market and must have a functional online presence</li> <li>✓ The nominated product(s) must have registered sales/ revenue through its paying customers</li> <li>✓ Organizations in this category must have less than 25 full time employees</li> </ul>
<b>Established Product</b>	<ul style="list-style-type: none"> <li>✓ Organizations must have been incorporated for more than 5 years</li> <li>✓ The organizations must have a hardware or software product (i.e., multiproduct companies) that is present in the market</li> <li>✓ The product nominated must have been publicly available in the market with a well-established product roadmap</li> <li>✓ The product team must have more than 50% of the research and development team or the development team based out of Hyderabad/ Telangana</li> </ul>

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In its sole discretion, the Awards Management has the right to determine whether a nomination meets the eligibility criteria to participate in the Award Show. The decisions of the Awards Management and the Jury regarding eligibility and other aspects of the Award Show will be considered final and binding.

## **Procedure to participate in the Award Show:**

### **Registration Process**

1. Any Participant who complies with the above-mentioned eligibility criteria can apply by visiting the website which can be accessed by the public at large on their mobile devices/ laptops/ tablets etc.
2. Last date for submission of nomination forms will be 10<sup>th</sup> January 2023. The Award Management reserves the right to alter, modify or change the CFE period at its sole discretion. In the event of any changes, the same may be communicated on the website. The Award Management will not be liable for any losses arising out of such changes to the Applicant(s)
3. The Participant shall be required to provide below mentioned basic information at the time of registration including but not limited to the name of the Applicant, his/her title/position, contact details, alternate contact details, name of the organization, website URL, name and description/brief note of the product nominated, value proposition of the product, among others etc.
4. The Participant(s) will be required to provide either a valid Business registration certificate/ Incorporation certificate/ partnership deed/ LLP agreement/ Trust deed etc. as applicable **OR** a valid Trade license/ Shops and Establishments License Number/ GST certificate/ MSME certificate/ FSSAI certificate/ CE certificate/ DPIIT certificate etc. as applicable to complete the registration process.
5. Post successful registration and submission of nomination form, the Participant(s) will be able to participate in the Award. By participating in the Awards Show, it is deemed that the Participant(s) have read, understood, accepted, and agreed to abide with all the Rules & Regulations of the Award Show as mentioned herein and is unconditionally bound by the rules of the Award Show as mentioned here and uploaded on the website, and any decisions made by HYSEA and/or Awards Management in its sole discretion, including any interpretations of the Rules & Regulations.
6. The registrations for participation in the Award Show should be completed on or before the closing of the Call for Entry Period and should be complete in all sense to be considered as a valid entry. Any incomplete, erroneous, or unclear information, shall be considered invalid and deemed null and void and the entry of such Applicant will not be considered.

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7. Nomination form will be considered as complete and valid, only if the following are duly completed and submitted to the Awards Management via the website before 10<sup>th</sup> Jan 2023.
8. The Awards Management may contact Participants for any additional information or / and may conduct field visit to verify the information provided. Such additional information sourced from the Participant(s) will become part of the original application.
9. Documents provided should be clear, readable scanned copies and any failure to provide the same can lead to disqualification.
10. The Participant(s) will not be levied any charge to visit the website, to participate in the Award Show using the website however, the network provider may levy data and other charges to the Applicant(s), at the applicable rate for using internet connection. It should be verified by the Applicant(s) at his/her sole responsibility. HYSEA and/or the Award Management shall not be responsible for any such charges incurred by the Applicant(s). For further details, please contact your service provider.
11. In the event of any technical errors, HYSEA and/or the Award Management shall not be responsible for the same. Further, entries received despite or owing to any technical errors shall be considered invalid and HYSEA shall have the sole discretion in such cases.
12. The Participant acknowledges that he/ she has voluntarily chosen to participate in the Award Show at his/ her free will and is willing to bear all risks, costs, and consequences arising from such participation.
13. Participant(s) will receive a confirmation email of their submission upon full completion of the entry form. Entries are subject to disqualification at any time including after approval and acknowledgement.
14. Except where prohibited, entry in the Awards Show constitutes each Participant's consent to the publication of her/his/its name, organizational information and completed Entry, including the Digital Image, (to the extent applicable) in any media for any commercial or promotional purpose (including, without limitation, the Internet), without further compensation.
15. By entering the Awards Show and providing an email address/ mobile number, each Applicant(s) grants Awards Management permission to send the Applicant(s) emails/calls/SMS (es) related to the Awards Show, including, but not limited to notification of Finalists, Winners, and follow-up emails//calls/SMS(es).
16. Categorization of entries will be approved by the Jury / Awards Management. The Jury / Awards Management retain discretionary right to re-categorize an entry, if needed.

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17. One nomination form can be used only for a single entry in each award category. Entries will be accepted in English language only.
18. Receipt of nomination forms after the specified last date of receipt may be permitted only for genuine reason at the discretion of the Awards Management/Jury.
19. Awards Management will not be responsible for nomination forms that are lost in transit / received late / damaged / loss due to lack or lapse in any communication on account of internet failure.

**Shortlisting Process**

20. During the shortlisting period, eligible Participant(s) shall be required to deliver an elevator pitch to a panel of jury members (Interim Jury) on specific dates and time either online or offline as decided and communicated by HYSEA and/or the Awards Management. The decision of HYSEA and/or the Awards Management shall be final and binding upon all the Participants.
21. Eligible Participants who may be required to deliver an elevator pitch to the interim Jury who will determine the top 35 Participants in Emerging Product category and top 10 in Established category for the final round using pre- determined evaluation criteria subject to any changes at the Awards Management's discretion. The Awards Management reserves the right to alter the number of top Finalists for any reason, including, but not limited to, not receiving a sufficient number of eligible entries to determine the same.
22. The Awards Management may contact Participants for any additional information or / and may conduct field visit to verify the information provided. Such additional information sourced from the Participant(s) will become part of the original application.
23. Documents provided should be clear, readable scanned copies and any failure to provide the same can lead to disqualification.
24. Shortlisted participants will be invited to the Mentor Lounge to deliver their pitches to angel investors, venture capitalists, CEOs, HNIs, and senior industry professionals on certain dates and times determined by HYSEA and/or the Awards Management either online or offline, to further refine their product pitches and presentations to the Jury.
25. An eminent panel of independent jury members (Final Jury) will evaluate the Finalists in each category as shortlisted by the Interim Jury basis predetermined evaluation parameters which should also be inclusive of the product evaluation (as on the day of the event).
26. The Winners will be announced on an event organized by the Awards Management to felicitate the winners.

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#### **General Terms and Conditions:**

#### **Disqualification**

1. The Awards Management reserves the right, in its sole discretion, to disqualify any Participant(s) at any time that it finds to be tampering with the entry process or the Awards process; to be acting in violation of these Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
2. Submitted entries must be consistent with these Rules and Awards Management reserves the right, in its sole discretion, to reject and/or disqualify any entries at any time that Awards Management deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, self-mutilating (e.g. relating to murder, the sales of weapons, cruelty, abuse, etc.), illegal (computer hacking, underage drinking, etc.), threatening, harassing, or otherwise inconsistent with the objectives of this Award Show or Rules or that contain images, words or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that Awards Management believes may violate any applicable law or regulation or the rights of any third party or may subject the Awards Show, Awards Management, or Awards Management advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. For purposes of this paragraph, submitted entries include content on the Participant's testimonials, website, and social media sites etc.
3. Should the Awards Management determine, in its sole discretion, that any Participant(s) or any announced Winner has violated any of the prohibitions contained in these Rules or should be disqualified for any other reason, Awards Management shall have no obligation to award such Participant(s) / Winners.

#### **Completeness of Entries/ Disqualification**

4. All mandatory fields in the nomination form are required to be filled in all respects; else it will be disqualified from participation.
5. Disqualification of any entries is at the sole discretion of Awards Management.
6. Non-submission of data will automatically lead to disqualification of that particular entry.



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7. Participant that conforms to each of the Award categories can participate in the same. Entry which is not attributable to the listed categories would automatically stand disqualified. Determination of the same is at the discretion of the Jury / Awards Management.
8. Absence of a Participant or representative of the Participant at the interim/ final Jury meeting will automatically lead to disqualification of that particular entry.

**Award**

9. In case an Award is unclaimed by the winner due to any reason the same will result in forfeiture of the Award by such Winner and the Awards Management shall not entertain any claims in this regard thereafter.
10. Award is not transferable or assignable and shall not be assigned to any other person. There is no cash substitution, cash redemption or cash value in lieu of the respective Award.
11. HYSEA and/or the Awards Management gives no warranty and shall not be liable for the quality, warranty, or replacement of the Award. All taxes, levies and charges relating to the Awards, if any will be borne by the Winners.

**Additional Information**

12. Participants may be contacted for any additional information or / and may conduct field visit to verify the information provided. Such additional information sourced from the Participant(s) will become part of the original application.
13. Awards Management has the right to ask for documentary proof of information / audited financial data / audit the information provided. If such a request is made and the Participant does not comply with it promptly; the Participant may be disqualified from participation in the Awards.
14. Information provided by the Participant will be used only for the limited purpose of evaluating the Participant's entry to these Awards and, for the specified purpose as agreed to in the declaration form.
15. Awards Management or team appointed by Awards Management will try to contact the Participant on best effort basis by any means deemed appropriate.
16. 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.
17. The participant hereby irrevocably authorizes the Awards Management to use the data gathered during and/or the Awards in respect of the participants. This shall be the property of HYSEA and HYSEA shall be entitled to use the same in its communications including

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marketing promotions and advertisements along with/without HYSEA's Sponsor / brand. The Awards Management shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the participants during the Awards. Further, Awards Management shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the Awards.

#### **Winner selection Process**

18. Entries will be received by the Awards Management only through the website and will be screened based on eligibility criteria and shortlisted against pre-determined evaluation parameters.
19. As part of the process of selection of a winners in each Award category, shortlisted Participants will be invited to make / submit a detailed presentation to the Jury followed by a question answer session.
20. Jury will select the winners in each category based on predetermined evaluation parameters by scoring their entries.
21. Evaluators will independently tabulate the scores and the highest scoring entries will be determined as the winners in each category. A total of 10 Awards will be presented in HYSEA 10x Product Awards category.
22. There could be more winners, at the discretion of the Jury.
23. The determination of who should receive an award for any award category rests with the Jury.
24. The Jury's decision is final and binding on all Participants.
25. Nomination forms received will be collated under each award category for evaluation by Awards Management.
26. Determination of the Award category to which an application belongs is at the discretion of the Jury.
27. Awards Management reserves the right to make the final judgment in case of any ambiguity in Rules and Regulations / disputes over suitability.
28. Only key management executives and/or point of contact provided by the organization would be contacted in case the Jury needs further information. The cost of travel incurred by participants, if any, would need to be borne by the participant.
29. Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Awards and agree to the T&C. Participant is competent (i.e., Participant

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are of legal age and mental capacity) and eligible to enter into legally binding agreement on Participation.

30. 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.
31. Participant warrants and represents to the Awards 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 Awards Management including Awards Management for consideration for the Awards are solely owned by the Awards Management and do not infringe upon any other individual or Enterprise rights (including, without limitation, intellectual property rights). Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify HYSEA, and the Awards Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or the defense of a claim or any costs payable thereof.
32. Participant must enter the Awards at their own will and the Awards 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.
33. Participants for the purpose of entering the Awards, automatically grants HYSEA 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. Further, the HYSEA website can be in any display format as selected or used by them during the Awards.
34. The Participants indemnify HYSEA, 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 Awards 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 HYSEA for any loss, costs, expense, or damage to which said indemnity applies. HYSEA 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.

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35. In the event these Terms and Conditions 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.
36. The Participant agrees to give full consent unconditionally for HYSEA and/or the Awards Management 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 HYSEA.
37. The decision of the Association in relation to the interpretation of any of these Terms shall be final and binding on the participants.

**Incorrect Information**

38. If at any time, any information provided by any Participant is found to be incorrect in any manner, then the Participant will not be permitted to continue participation for that particular entry in the Awards, and the Awards Management will not be liable to return any materials to such disqualified entry.
39. If, after the conclusion of the Awards ceremony, any information provided by any Participant is found to be incorrect in any manner, the Participant will be liable to return the Award and any monetary / non-monetary incentives provided as part of the Award.
40. All Entries are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by the Awards Management and complete compliance with these Rules and Regulations. Awards Management has the sole right to disqualify any entry if it is not in compliance with the Rules and Regulations herein specified or any further applicable laws, regulation/ or any policies that may be specified by the Awards Management.
41. Determination of whether information provided as fair and accurate rests with the Jury and Awards Management.
42. Awards Management shall keep personal information (if any) collected for the Awards Show / from Participant(s) confidential. Notwithstanding the foregoing, the Participant(s), by providing their personal information, hereby agrees that Awards Management shall have the right to use and share the information so collected with such other third party/ies as it deems fit for successful execution of the Awards Show. The Participant(s) hereby agrees that they shall not file any claim against Awards Management for using and sharing such personal information.

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#### **General Release/Limitation of Liability**

43. The call for entries for the Awards will be announced in one or more media platforms and / or by direct communication with potential Participants, and that shall be construed to be adequate notice for call for entries.
44. By participating in the Awards Show, each Participant(s) releases and holds HYSEA, its affiliates, officers, employees, representatives, association of members and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Awards Show or with the acceptance, possession, use of any Awards (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). The Awards Management is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries or in the running of this Awards Show. The Awards Management will not be responsible for typographical, printing, or other errors in these Rules or in other materials relating to the Awards Show.
45. If for any reason, the Awards Show is not capable of running as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, pandemic technical limitations or failures, human error, mistake or any other cause that in the sole opinion of Awards Management could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Awards Show, Awards Management reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Awards Show at any time and without notice.
46. In the event of any discrepancies with respect to this Awards Show, Awards Management decision is final, and no other further correspondence will be accepted. Awards Management will not be obliged to declare / provide the Awards if it is contrary to any applicable laws or regulations.
47. Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each Participant(s) agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Awards Show, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Participant(s), but in no event attorney's fees as the Participant(s) will bearing the same and agrees to do so under these Rules; and (iii) under

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no circumstances will any Participant(s) be permitted to obtain any award for, and Participant(s) hereby waives all rights to claim, incidental, punitive, or consequential damages.

48. By participating in the Awards process in any manner, the participant is deemed to have read, understood, and unconditionally accepted the Rules & Regulations of the Awards which may be updated, if required.
49. Awards Management accepts no liability for any unintentional errors or omissions, whether on behalf of itself or any third Parties.
50. Participants shall be solely responsible for any consequences which may arise due to their actions of infringement of intellectual property rights belonging to any other person /entity, etc. and also undertake to indemnify the HYSEA and its affiliates, Awards Management, its Directors, Officers, Employees, etc. on the happening of such an event (including without limitation cost of Attorney, Legal Charges, etc.) on full indemnity basis.
51. Participation in the Awards does not necessitate winning an Award.
52. The above-specified categories of the Awards may undergo changes and as per the sole discretion of the Awards Management. Decision of the Awards Management on all matters is final and binding on all participants.
53. Participants, Participants and Winners permit complimentary use of their names, nominated and winning content and factual information about their participation in the public media (for the build-up to the Awards, during the Awards ceremony and after the Awards ceremony) and do not have any right to any revenues earned through intellectual property rights generated by the Awards.
54. The Awards Management reserves the right to withdraw and/or amend the terms of the Awards at any time and does not take responsibility for any loss or damage that any person or Enterprise may suffer as a result of participating or attempting to participate in the Awards if the Awards being withdrawn or its terms amended. If during the course of the Awards, it is discovered that an entry/winner has a dispute registered against it in a court of law, the dispute which is in contradiction to the spirit of this Awards; the Awards Management reserves the right to declare that entry/winner ineligible and/or withhold any Award until the dispute is resolved in favor of the Participant.
55. Efforts will be made to adhere to the defined timelines. However, the Awards Management cannot and shall not be accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Awards or its ceremony or any part of its processes or voting. The Awards Management and its associates cannot be held responsible for matters out of its control and for force majeure.

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56. Additions, deletions and/or modifications to these Rules and Regulations are at the discretion of the Awards Management. It may make such additions/deletions and/or modifications, at any time before or after the Awards, as required.
57. 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 Hyderabad, India.
58. The participants, Participants and winners agree that they shall hold harmless Awards Management and sponsors, their employees, officers, associates, or other persons and shall defend them against any loss, claims, demands, costs, damages, judgments, expenses, or liability arising out of or in connection with any or all claims that may be brought against the Awards Management by any third party in connection with participation in or winning the Award.
59. If participants are unclear as to the rules or any element of the Awards or experience difficulties of any kind, they can write in their questions, problems, or clarifications to the following address [info@hysea.in](mailto:info@hysea.in).
60. The Awards Management shall endeavor to the best of its ability to respond thereto.

**Construction, Waiver and Dispute Resolution**

61. The construction, validity, interpretation and enforceability of these Rules, and all issues and questions relating thereto, along with the rights and obligations of all Participant(s) and of Awards Management, shall be governed by, and construed in accordance with the laws of the State of Telangana, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
62. Any specific waiver of any obligation hereunder by Awards Management does not constitute a general waiver of that obligation nor of any other obligation of Participant(s).
63. Any dispute concerning this Awards Show shall be submitted to binding arbitration in Hyderabad, India. within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing the Arbitration and Conciliation Act, 1996. To the fullest extent permitted by law, no arbitration brought pursuant to these Rules shall be joined to any other arbitration initiated pursuant to these Rules. While all attempts will be made by the Awards Management for call for entries,

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there is a possibility of missing potential participants due to the fragmented spread of the industry in India. The Awards Management will not be held liable for the same.

64. Participant(s) shall be solely responsible for any consequences which may arise due to their actions of infringement of intellectual property rights belonging to any other person /entity, etc. and also undertake to indemnify Awards Management, its Directors, Officers, Employees, Process Advisors and Evaluators etc. on the happening of such an event (including without limitation cost of Attorney, Legal Charges, etc.) on full indemnity basis.
65. Any conflict related to various provisions and interpretation of these Rules will be addressed by the Award Management. The decisions of the Award Management shall be final and binding.
66. If participants are unclear as to these Rules or any element of the shortlisting process, they can write in with their questions, concerns, or queries to [info@hysea.in](mailto:info@hysea.in). HYSEA and/or the Awards Management shall make efforts to respond to the e-mail on a best-effort basis, however, shall not be held responsible in the event that no response is received. In case no response is received, the same shall not be used as a ground to extend timelines for any category.
67. The short-listing of the entries and selection of winner's process is not subject to review by any Participant(s). The Awards Management will not entertain any communication, whatsoever, in this regard from any Participant(s).
68. The Awards Management will not be liable for any claims / disputes made by the Participant(s), or winners in relation to the Awards Show or any aspect thereof.
69. The Awards Management reserves the right to withdraw and/or amend the terms of the Awards Show at any time and does not take responsibility for any loss or damage that any person or organization may suffer as a result of participating or attempting to participate in the Awards Show if the Awards Show is withdrawn or its terms amended. If during the course of the Awards Show, it is discovered that an entry/winner has a dispute registered against Awards Management in a court of law, Awards Management reserves the right to declare that entry/winner ineligible and/or withhold any Award until the dispute is resolved in favor of the Participant(s).
70. The Participant(s) and winners agree that they shall hold harmless Awards Management, Process Advisors and Evaluators and sponsors, their employees, officers, associates, or other persons and shall defend them against any loss, claims, demands, costs, damages, judgments, expenses, or liability arising out of or in connection with any or all claims that may be brought against Awards Management by any third party in connection with participation in or winning the Awards Show.



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71. Awards Management reserves the rights to amend these Rules at any time without notice.

**Copyright**

72. By participating in the submission process for this Award Show, the Participant(s) grant to Awards Management, its parent and affiliates an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by Participant(s) in connection with the Awards Show, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) now known or hereafter devised, throughout the world in perpetuity, and to license others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any Participant(s). Each Participant(s) further agrees that it will use its best efforts to have its employees, consultants, volunteers, officers, and directors sign any additional licenses or releases that Awards Management may require.

73. By submitting, submission materials, Participant(s) each acknowledge that the submission materials, and any other materials submitted in connection with this award show, may be posted on the awards management website(s), at awards management's sole discretion. Awards Management reserves the right to edit the submission materials and other materials prior to posting them to the website at its sole discretion.

**Limitation of Liability and Remedies**

74. The Award Management reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any Participant who is deemed ineligible or for any reason that the Award Management feels is necessary and/or appropriate, including without limitation, if that Participant has not complied with these Rules of the Award, the Award Management determines he/she is attempting to undermine the legitimate operation of the Award by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participant or the Award Management, the Selection Panel, Jury or has interfered, in Award Management's sole opinion, with the proper conduct of the Award.

75. Participants or any other person that accesses the Web Page, agrees that neither HYSEA nor the Awards Management nor any third party content or service providers involved in the Award will be liable to Participant for any loss or damages, either actual or consequential, arising out of or relating to these Rules, Participant's use or inability to use the Web Page, or to Participant's reliance upon information obtained from or through the Web Page, participation in the Award, travel, or use or misuse of any prize. In particular, neither HYSEA nor the Awards Management nor its third party or service providers will have liability for any consequential, indirect, punitive, special or incidental damages,

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whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to the awards, terms of use, visitor's use or inability to use the Web Page, entry form (online / offline) or to visitor's reliance upon information obtained from or through the Web Page, participation in the Award, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.

76. The participation in the Award implies unconditional acceptance of all these Rules and Regulations of the Award by the Participant.

### **Disclaimers**

77. The Award Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property rights, or violations of any law, rule, or regulation. If the Awards Management is notified of submissions or materials that allegedly do not conform to these Terms & Conditions, it may investigate the allegation and determine in good faith and in its sole discretion whether to reject a Participant from the Award. The Awards Management has no liability or responsibility to Participant(s) or users of the Website for performance or non-performance.
78. HYSEA shall not be responsible for printing or typographical errors in any promotional materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, including inability to access the Application/website or process any transaction thereon.
79. The website is provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, HYSEA and the Awards Management disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the Award, and the Website. Without limiting the foregoing, HYSEA and the Awards Management specifically disclaim any warranty (a) that the Application/website will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the Application/website (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If the Participants use of the Website, online entry form results in the need for servicing or replacement of Participant's or another's equipment or data, HYSEA and the Awards Management are not responsible for those costs.

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**Website**

80. The website is only an informational website (the “Website”) for the Awards., HYSEA 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. HYSEA and/or the 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 HYSEA and/or the Awards Management relating to the selection process or the running of the Awards.
81. HYSEA 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. Awards Management 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

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