

TERMS AND CONDITIONS
CHANGE THE GAME CHALLENGE

1. **“Change the Game Challenge” (“Programme”)** is brought to you by (i) Pepsi-Cola International Limited for MENA; (ii) PepsiCo India Holdings Private Limited for India; (iii) Pepsi-Cola (Thai) Trading Company for Thailand; and (iv) Pepsi Cola International (Pvt.) Limited for Pakistan (hereinafter collectively referred to as **“Organizers”**).
2. The Programme is valid from 10th October to 14th Jan, 2019 (**“Programme Period”**). The Organizers may, in their absolute discretion, curtail or extend the Programme Period, as they may deem necessary without any liability whatsoever; and no communication(s) from the Participants in this regard will be entertained.
3. The Programme is open to the nationals of India, Pakistan, Thailand, Egypt, Lebanon, United Arab Emirates (UAE), and the Kingdom of Saudi Arabia (KSA) as well as to the residents of Thailand but does not include employees and contractors working with the Organizers, its Affiliate companies, including any company in which the Organizers have equity interests, its joint ventures and joint venture partners, its contract- manufacturers, bottlers, its advertising and promotion agencies and its auditors.
For the purpose of this Programme, **“Affiliate”** will mean any business entity which controls, or is controlled by, or is under common control with, a party where control will mean ownership, either directly or indirectly, of more than 50% of the ownership interests representing the equity, the voting stock, or general partnership interest of that business entity.
4. **Eligibility Criteria-** The Programme is open to the following participants (**“Participants”**)-
 - (i) Nationals of India who are (hereinafter collectively referred to as **“India Region Participants”**)-
 - i. Between the ages of 18 (eighteen) and 30 (thirty) years as on 10th October, 2018
 - ii. Having up to 2 (two) years of work experience from the date of obtaining the last degree
 - iii. Students in the first or final year of their MBA in selected universities, listed below:

Campus Name
Indian Institute of Management - Ahmedabad
Indian Institute of Management - Bangalore
Indian Institute of Management - Calcutta
Indian Institute of Management - Lucknow
Indian Institute of Management - Indore
Indian Institute of Management - Kozhikode
Faculty of Management Studies - Delhi
Xavier School of Management - Jamshedpur(XLRI)
Management Development Institute - Gurgaon
National Institute of Industrial Engineering - Mumbai
Tata Institute of Social Sciences - Mumbai
International Management Institute - Delhi
Indian Institute of Foreign Trade - Delhi
Narsee Monjee Institute of Management Studies - Mumbai
Indian Institute of Management - Shillong
Department of Management Studies - Indian Institute of Technology Delhi

IMT Ghaziabad
Symbiosis Centre for Management and Human Resource Development - Pune
Symbiosis Institute Of Business Management - Pune
Shailesh J. Mehta School of Management - Mumbai
S. P. Jain Institute of Management and Research
Indian School of Business - Hyderabad
MICA, Ahmedabad
JBIMS , Mumbai
K.J Somaiya Institute of Management Studies and Research, Mumbai
Institute of Management Technology - Ghaziabad

- (ii) Nationals of Egypt, Lebanon, UAE & KSA (Middle East North Africa (MENA) Region) who are-
 - i. Between the ages of 18 (eighteen) and 30 (thirty) years as on 10th October, 2018
 - ii. Students pursuing graduation from any university (could be any year) within or outside MENA Region; or
 - iii. Participants who have just obtained their graduate or post graduate degree(s) from any university within or outside the MENA Region; or
 - iv. Having up to 2 (two) years of work experience from the date of obtaining the last degree. (hereinafter collectively referred to as “**MENA Region Participants**”)

- (iii) Nationals of Pakistan, and Nationals and Residents of Thailand (APAC Region) who are-
 - i. Between the ages of 18 (eighteen) and 30 (thirty) years as on 10th October, 2018
 - ii. Students pursuing graduation from any university (could be any year) within or outside APAC Region; or
 - iii. Participants who have just obtained their graduate or post graduate degree(s)- from any university within or outside the APAC Region; or
 - iv. Having up to 2 (two) years of work experience from the date of obtaining the last degree. (hereinafter collectively referred to as “**APAC Region Participants**”)

5. Prizes-

- a. the winning team from the Sector Final Round (as defined in **Section 13**) will win:

	For working professionals and final year students (having less than 1 year to complete the degree–graduation or post-graduation)	For Students with more than 1 year to complete graduation or post-graduation
Sector Winning Team	1. Management Trainee job offer in Home Country* with 1 year international experience within the countries in Asia, Middle East and North Africa (not being a Home Country) where the Organizers have a place of business (“ International Location ”) at the discretion of the Organizers. *Home Country is defined as- a. the country which the MENA Region Participants are nationals of within	1. 2 months’ paid internship in any International Location at the Organizers’ discretion AND; 2. Travel to PepsiCo headquarters in New York City to meet the PepsiCo’s Executive Leadership team and visit the PepsiCo Innovation Centre

	<p>Egypt, Lebanon, UAE and KSA; b. India for India Region Participants; and c. The country which the APAC Region Participants are nationals of within Pakistan and in case of Thailand, its residents and nationals.</p> <p>AND;</p> <p>2. Travel to PepsiCo headquarters in New York City to meet the PepsiCo's Executive Leadership team and visit the PepsiCo Innovation Centre</p>	
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- b. top three teams from each of the Regions from the Region Interview Round (as defined in **Section 12**) will be eligible to win the following:

	For working professionals and final year students (having less than 1 year to complete the degree–graduation or post-graduation)	For Students with more than 1 year to complete graduation or post-graduation
Regional Winners*	<ul style="list-style-type: none"> Management Trainee job offer in MENA Region (for MENA Region Participants), India (for India Region Participants) or APAC Region (for APAC Region Participants) Travel to Dubai and compete in the Sector Final Round (subject to the Winners obtaining necessary travel documents) 	Paid internship in the MENA Region (for MENA Region Participants), India (for India Region Participants) or APAC Region (for APAC Region Participants) for a period not exceeding 3 (three) months
1 st Runner up	At the sole discretion of the Organizers, either- <ul style="list-style-type: none"> Management trainee Job offer in Home Country or Electronic prize 	Paid internship in Home Country for a period not exceeding 2 months (length of the internship period shall be at the sole discretion of the Organizers)
2 nd Runner up	Shadowing a business leader of the Organizer in the Home Country for one week with 1:1 Career Coaching session with the General Manager	Shadowing a business leader of the Organizer in the Home Country for one week with 1:1 Career Coaching session with the General Manager

*Only applicable for the teams not being the Winning Team from the Sector Final Round.

6. By participating in this Programme, the Participants unconditionally and irrevocably accept and agree to be bound by all these terms and conditions as stated herein at all times without any exception whatsoever.



7. The Programme is divided into 3 (three) Rounds. All submissions by the Participants need to be made in English language. Further, all communications between the Organizers and the Participants, including the interviews will be conducted in English language.
8. The Organizers shall publish the dates for each step in the 3 Rounds to be completed by the Participants on www.pepsicochangethegame.com (“**Website**”), “PepsiCo Change The Game Challenge” page on Facebook (“**PepsiCo FB Page**”), LinkedIn- PepsiCo Careers (“**LinkedIn Page**”), on Twitter @pepsicoCTG (“**Twitter Handle**”), “PepsiCo Change the Game Challenge” on YouTube (“**YouTube Channel**”), Instagram @pepsicoctg (“**Instagram**”) and Snapchat @pepsicoctg (“**Snapchat**”), and the Participants shall be required to regularly check for updates to ensure timely submissions. The Organizers will be under no obligation to personally inform each Participant of the dates to submit the required information/ documents for each Round. Failure to complete a step by the required date as published by the Organizers, will lead to disqualification at the sole discretion of the Organizers and the Organizers shall have no liability towards the Participants in such cases. The decision of the Organizers shall be final and no communications will be entertained from the Participants in this regard.
9. **Condition for Employment /Internship :**
 - (i) The job offer for the Winning Team will be subject to the performance review of the Winning Team members by the Organizers during their 12 months’ assignment in an International Location and the decision of the Organizers in this regard shall be final and binding on the Winning Team members. In case, a winner fails to meet the conditions of employment due to poor performance, the Organizers reserve the right to forfeit the Prize in its entirety and no request in this regard shall be entertained by the Organizers.
 - (ii) All job offers as part of the Prize referred to in Section 5 above, shall be in the field of Marketing, Human Resources, Supply Chain, Operations, Legal , Finance, Global Procurement, Sales, Business Development, E Commerce, R&D or such other field as the Organizers may determine at their sole discretion.
 - (iii) All job offers and internships referred to in Section 5 above, will be determined by the Organizers in their absolute discretion on the basis of educational qualification and work experience, as applicable. The winners specified in Section 5, shall be required to comply with all the conditions of employment and internship as provided by the Organizers. In case, a winner fails to comply with the said conditions or fails to accept the job offer or internship, the Organizers reserve the right to forfeit the Prize in its entirety and no request in this regard shall be entertained by the Organizers.
 - (iv) For the purpose of being offered a job, the winner must have obtained relevant degree for graduation or post-graduation, as applicable. The Organizers will have absolute discretion to forfeit the Prize in case a winner fails to obtain a degree.
 - (v) Male Egypt nationals will be required to furnish certificate of having completed military service or an exemption letter therefrom, and UAE nationals will be required to provide certificate of completion of military service, for the purposes of being offered a job or internship as part of the Prize.
 - (vi) Male nationals from Thailand will be required to provide a copy of the completion certificate evidencing completion of military service or exemption letter/ document exempting them from participating in/ completing military service.
 - (vii) The place of international experience and the internship will be at the discretion of the Organizers and no request for change shall be entertained in this regard. The winners shall be responsible to ensure that they have valid passports and necessary documents as required for obtaining the work permit and the Organizers shall not be responsible for rejection of the work permit by the government authorities.



10. ROUND ONE: Registration and Online Assessment

- (i) For participating in the Programme, the Participants will be required to log on to the Website and create a user name and password. Once they have created the user name and password, the Participant will be directed to a third party website (“**MYA Platform**”) to initiate the registration process. On the MYA Platform, the Participant will be introduced to a chatbot that will assist in completing the registration form by asking questions to assess whether the Participant meets the Eligibility Criteria specified in these terms.
- (ii) In case a Participant does not wish to proceed with the registration, the Participant can any time press the “STOP” tab on the MYA Platform. The Participant who has not completed the registration will be sent one message per day on the phone number provided, to complete the registration. These messages will be sent for the period when the registration for the Programme remains open.
- (iii) Participants who have completed the registration process and meet the Eligibility Criteria will be invited (on their email addresses provided at the time of registration) to complete an online assessment on a third party website. The Participants will be assessed on their cognitive abilities, problem solving and critical thinking as well as English language skills.
- (iv) Based on the results from the assessment, Participants will be paired in teams of two members (“Teams”), who will move to the next Round- Elevator Pitch.
- (v) The data maintained by the Organizers for attempts to contact the Participants will be final. The information given by the Participants at the time of registration will be considered final and the Participants will not be allowed to delete or change the information once provided on the Website. The decision of the Organizers shall be final and no correspondence in this regard shall be entertained.
- (vi) The Organizers will not be liable for any loss of data due to server issues or other technical faults.

11. ROUND TWO: ELEVATOR PITCH

- a. The shortlisted Teams shall perform the following tasks:
 - Each Team shall create a PowerPoint presentation deck containing not more than 2-3 slides (“**Elevator Pitch**”). Each Team will be required to address the following case study in the Elevator Pitch: (a) Develop new low cost technologies that would allow the collection and recycling of plastic waste in emerging markets without the use of child labour or create hazard to humans; (b) Create a business model to develop products in PepsiCo’s food and beverage categories that can be implemented on a large scale, financially viable and minimize or eliminate plastic packaging.
 - The Elevator Pitch is a short, creative and to the point overview of your idea.
 - The Elevator Pitch needs to be submitted via a link (that will be shared with the Teams via email) by **14th November, 2018** or such other date as specified by the Organizers.
- b. All entries will be evaluated on the criteria of novelty and creativity of the idea and the Teams’ communication skills.
- c. 25 teams will be shortlisted each from India, APAC and MENA Regions who will proceed to the Region Rounds (as specified below).
- d. The shortlisted teams to proceed to Round 3 will be informed on the personal email address provided at the time of registration.



12. **ROUND THREE: Region Rounds**

12.1 **STAGE 1: Region Semi Finals:**

- (i) The shortlisted Teams from Round 2 will be required to prepare a PowerPoint presentation not to exceed 10 slides and 3 MB in size incorporating the following information:
 - What is your idea?
 - How will it come to life?
 - What your financial plan looks like?
 - What your marketing plan looks like?
 - Who is your target audience?
 - What risks do you see in your idea?
 - Why will your idea continue to stay successful in the long term?
- (ii) The shortlisted Teams will undergo an interview with a judging panel on **3rd December, 2018** or on such dates as specified by the Organizers via phone, webcast, skype or video conferencing to assess the following.

Criteria	Description
Strategic Depth of the Idea: Judged through pitch quality and business case	<ul style="list-style-type: none"> • Rationale of the idea and relevance to plastic waste management and reduction and/or elimination of plastic in production • Quality & Construct of the idea

The entries are liable to be rejected if any one of above mentioned criteria is not met.

- (iii) To assist the shortlisted Teams in the interview as part of Stage 1 of Round 3, the Organizers will deliver capability building sessions on product strategy, nutrition strategy and marketing & social media, through a webcast, Face book live session or a classroom session on campus. The mode of delivering the session will be communicated in advance by the Organizers. Attending this session shall be optional for the shortlisted Teams.
- (iv) Ten Teams each from India, APAC and MENA Region will be selected to move to Stage 2- Region Finals. The shortlisted Teams will be informed on the personal email address provided at the time of registration.
- (v) The shortlisted Teams will also be contacted by the representatives of the Organizers on the teams contact numbers as provided in the registration forms. The Team members will be contacted twice via phone and notified via email once over a period of 48 hours from the date of announcement of results. In case the phone is not reachable or he/she does not reply to the email or the Team is not able to acknowledge receipt of email and confirm participation in Stage 2 within 24 hours of being informed, for any reason whatsoever, the Organizers will, at their sole discretion, select the next best team for Stage 2 without any further notice to the shortlisted Team.
- (vi) The shortlisting of Teams for Stage 2 will be subject to the verification of compliance with the Eligibility Criteria and the required documents thereof. The representatives of the Organizers will collect from each of the member of the shortlisted Teams, necessary documents including but not limited to-
 - Copy of student ID
 - Copy of a valid passport
 - Copy of national ID
 - In case of graduates/ post graduates- relevant degree from the university
 - In case of working professionals- appointment letter or experience letter, as may be applicable



- Conflict of interest form (provided by the Organizers) duly filled by each member of a Team
- In case of male Egypt Nationals, copy of the completion certificate evidencing completion of military service or exemption letter/ document exempting them from participating in/ completing military service
- In case of male UAE Nationals, copy of the completion certificate evidencing completion of military service.
- In case of male nationals from Thailand, copy of the completion certificate evidencing completion of military service or exemption letter/ document exempting them from participating in/ completing military service.

The verification of the necessary documents above shall be upon the decision of the organizer and shall be final.

12.2 **STAGE 2: Region Finals**

- (i) 10 shortlisted teams each from India, APAC and MENA Regions will undergo interviews. For Teams from India Region, the interview will be conducted face to face and for the Teams from APAC and MENA Regions, the interview will be conducted via webcast/ Telepresence. The shortlisted Teams will be interviewed by PepsiCo leaders as well as external business leaders from India, APAC and MENA Regions.
- (ii) The interviews will be held on such date as specified by the Organizers.
- (iii) **Interview for India Region Participants:**
 - a) The interview will be scheduled in Gurgaon or at such other place as may be decided by the Organizers.
 - b) The shortlisted Teams will be informed via email and phone call to the Teams, of the date and travel details, if any, by the Organizers. The Teams will need to confirm participation within 24 Hours of the intimation received by the shortlisted Teams.
 - c) In case any travel is required for the purpose of the interview, the Organizers shall bear all reasonable costs associated with travelling from the place of residence of the Teams, boarding and food at the venue finalized by the Organizers. All other expenses not expressly included above will not be borne by the Organizers or any other agency on Organizer's behalf, and will be the sole responsibility of the respective members of the shortlisted Teams.
 - d) Unless due to any force majeure event or happening of any unforeseeable event that is beyond the reasonable control and has been informed to the Organizers, if a shortlisted Team or any of its member fails to reach the venue for the interview on the date and time specified by the Organizers, despite providing confirmation to the Organizers, their entry will be forfeited in entirety or may be passed on to the next Team at the sole discretion of the Organizer without any notice/intimation.
 - e) The Organizers shall not be liable for any cancellations and/or delays in the train/flights/cars arranged for the shortlisted Teams due to any reason including but not limited to force majeure, logistical problems at the airports/railway stations/roads etc. and the members of the shortlisted Teams shall not have any claim against Organizers for the same. Organizers shall not be responsible for any such eventuality and the members of the shortlisted Teams undertake not to claim any compensation from Organizers for the same.
 - f) The shortlisted Team members will be required to sign an indemnity letter provided at the time of announcing the winners of Stage 3, Round 1 keeping the Organizers indemnified for any loss, injury or any other liability arising out of their travel for the interview.
- (iv) **Interview for MENA & APAC Region Participants:**
 - a) The interview will be scheduled via webcast / telepresence as arranged by the Organizers on such date as specified by the Organizers.
 - b) The shortlisted Teams will be informed of the date of the interview via email and phone call to the Teams by the Organizers.
 - c) The Teams will need to confirm participation within 24 hours of the intimation received by the Organizers.



- (v) Top three teams each from India, MENA and APAC Regions (“**Regional Winners**”) will be eligible to win Prize (b) as specified in Section 5 herein above. However, only one top team from each of India, MENA and APAC Region will proceed to the Sector Final Round as mentioned below.

13. **ROUND FOUR: SECTOR FINALS**

- (i) The top team from each Region will proceed to the Sector Finals Round-
 - a. Top 3 teams (1 each from India, MENA, APAC Regions) will travel to Dubai to present to the Sector leadership team.
 - b. The Organizers reserve the right to decide the mode of the sector final round between a face-to-face interview or a telepresence/ webinar/ Skype at a later stage
 - c. The Sector Winning Team will be eligible for Prize (a) as mentioned in Section 5 of this document.
- (ii) The shortlisted Teams will be informed via email and phone call, of the date and travel details, if any, by the Organizers. The Teams will need to confirm participation within 24 Hours of the intimation received by the shortlisted Teams.
- (iii) All reasonable costs relating to travel to Dubai from the shortlisted Teams’ place of residence, boarding (Organizer’s choice of hotel shall be final) for 2 days and 1 night, for the shortlisted Teams will be borne by the Organizers. All other expenses not expressly included above will not be borne by the Organizers or any other agency on Organizer’s behalf, and will be the sole responsibility of the shortlisted Teams.
- (iv) If any shortlisted Team member fails to travel to Dubai when specified by Organizers, such Team shall be disqualified and the next best team will be selected, at the sole discretion of the Organizers.
- (v) Unless due to any force majeure event or happening of any unforeseeable event that is beyond the reasonable control of the shortlisted Teams and which has been informed to the Organizers, if a shortlisted Team or any of its member fails to reach the venue for the interview on the date and time specified by the Organizers, despite providing confirmation to the Organizers, their entry will be forfeited in entirety or may be passed on to the next Team at the sole discretion of the Organizer without any notice/intimation.
- (vi) It will be the responsibility of the shortlisted Team members to arrange for their passports (with a 6 months validity remaining prior to the actual date of travel) and visa at their own costs. These documents must be ready at least 15 days before the scheduled date of the departure.
- (vii) Organizers assume no responsibility in the event of non-availability of passport and visa and reserve the right to shortlist the next best team with valid documents.
- (viii) The Organizers shall not be liable for any cancellations and/or delays in the flights/cars arranged for the shortlisted Teams due to any reason including but not limited to force majeure, logistical problems at the airports /roads etc. and the members of the shortlisted Teams shall not have any claim against Organizers for the same. Organizers shall not be responsible for any such eventuality and the members of the shortlisted Teams undertake not to claim any compensation from Organizers for the same.
- (ix) The shortlisted Team members will be required to sign an indemnity letter provided at the time of announcing the winners of Stage 3, Round 1 keeping the Organizers indemnified for any loss, injury or any other liability arising out of their travel for the interview.

14. **Conditions for the allocation of the USD 100,000**

- a. After the Winning Teams have commenced employment at PepsiCo, PepsiCo shall allocate USD 100,000 to assist the Winning Teams to implement the idea.
- b. The Winning Teams acknowledge and agree that the allocation and distribution of the USD 100,000 shall be in PepsiCo’s sole and absolute discretion.



15. **Conditions for Travel to New York and Meet & Greet with our Executive Team**

- (i) The winning Team will get a chance to go to New York and meet our Senior Executive team, visit the PepsiCo Innovation Centre & opportunity to meet and greet our Global CEO Ramon Laguarta (“**Meet and Greet**”).
- (ii) The time, place/ venue and date for the Meet and Greet shall be at the sole discretion of the Organizers. No request for change in venue or date shall be entertained by the Organizers.
- (iii) The winners will be informed of the date and venue for the Meet and Greet by the Organizers. The winners will need to confirm participation within 24 Hours of the intimation received by the winners.
- (iv) If any winner fails to take the trip when specified by Organizer the prize will be forfeited in its entirety, subject to sole discretion of the Organizers.
- (v) All reasonable costs relating to travel from the winner’s place of residence, boarding (Organizer’s choice of hotel shall be final) for 2 days and 1 night, for the winner will be borne by the Organizers. All other expenses not expressly included above will not be borne by the Organizers or any other agency on Organizer’s behalf, and will be the sole responsibility of the winner.
- (vi) It will be the responsibility of the winners to arrange for their passport (with a 6 months validity remaining prior to the actual date of travel) and visa at their own costs. These documents must be ready with the winner at least 15 days before the scheduled date of the departure.
- (vii) Organizers assume no responsibility in the event of non-availability of passport and visa and reserve the right to pass on the prize to next winner with valid documents or forfeit the prize in its entirety.
- (viii) Organizer shall not be responsible for any loss, injury or any other liability arising out of this trip for which the winners will be required to sign an indemnity in favor of the Organizers.
- (ix) The Organizer shall not be liable for any cancellations and/or delays in the train/flights/cars arranged for the winner due to any reason including but not limited to force majeure, logistical problems at the airports/railway stations/roads etc. and the winner shall not have any claim against Organizer for the same and shall be deemed to have availed of his/her prize. Organizer shall not be responsible for any such eventuality and the winner undertakes not to claim any compensation from Organizer for the same.

16. **Personal Information**

- (i) Organizers will take appropriate measures during the gathering of Participants' personal information, including encoding, to ensure and prevent as far as possible, any unauthorised or illegal access to or exploitation of such personal information.
- (ii) By participating in the Programme, the Participants agree that their personal information may be shared with any of Organizers’ Affiliates worldwide for promotional and communication and recruiting activities as well as with third parties that are directly involved in the development and promotion of the Programme.
- (iii) By participating in the Programme, the Participants agree that their personal information may be communicated to third parties involved in organizational processes of the Programme as required. These processes include, but are not restricted to visa, travel, work permits, criminal background checks and accommodation arrangements, shipment of prizes, organization of the Final Round, etc.

17. **General conditions**

- (i) By participating in the Programme the Participant gives his/her free consent to abide by the rules, regulations, policies and obligations as mandated by Facebook, Twitter, YouTube, LinkedIn, Instagram and Snapchat (hereinafter collectively referred to as “Sites”).
- (ii) Criminal checks will be conducted for all Participants who have been given job offers. Failing a criminal check would render the offer null and void.
- (iii) At the end of the Programme and anytime thereafter, the Participants may be contacted by the Organizers for any job opportunities.



- (iv) Participant, without any exception and at all times during the Programme shall follow instructions given by the Organizers in its entirety. Any failure to comply with the instructions of the Organizers will result in the disqualification of the entry made by the Participant.
- (v) The Participants and/or Teams are not authorized, at any stage of the Programme, to directly or indirectly contact the media, or any media enterprise and/ or to meet journalists or their associates, unless they have obtained the express authorization of Organizer. Any team or participant that contacts the media or journalists without the express authorization of Organizer shall be disqualified.
- (vi) The Participants acknowledge that certain information disclosed by the Organizers to the Participants during the Programme Period may be proprietary to the Organizers or any of their affiliates and confidential in nature (“**Confidential Information**”). To this extent, the Participants agree that for the duration of the Programme Period and for a further period of one year, they shall not disclose to any third party, and shall refrain from using, except as may be needed for participating in the Programme, any confidential and proprietary information of the Organizers, or any of their affiliates. The Participants shall not print, reproduce or otherwise disclose to any third party, or use for the benefit of itself or anybody else, or for any purpose other than for the purpose of participating in the Programme.
- (vii) The Participants understand and acknowledge that any unauthorized disclosure or misappropriation of any of the Confidential Information may cause the Organizers irreparable harm, the amount of which may be difficult to ascertain and, therefore, agree that the Organizers shall have the right to apply to a court of competent jurisdiction for an order restraining any such threatened or further unauthorized disclosure or misappropriation and for such other relief as the Organizers shall deem appropriate, such right of the Organizers to be in addition to the remedies otherwise available to the Organizers at law or in equity.
- (viii) It is strictly prohibited to upload content (picture/text/any other content) of any kind that contains expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or against any religious sentiments or against any caste, creed or race or any material which is offensive to women or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions or any other applicable law. It is also clarified that any entry which, in the reasonable opinion of the Organizer, is found to be obscene, offending and hurtful shall be rejected immediately, the Participants/ Teams will be disqualified from the Programme; and appropriate action will be taken against the said Participant(s).
- (ix) The Participants agree and undertake that their entries will be their original creation and shall not in any way be obscene, vulgar, disrespectful or defamatory in any manner nor shall be in violation of any intellectual property rights of third parties and/or applicable laws. It is also clarified that the Participants are solely responsible for any violation of any applicable laws and shall keep the Organizers indemnified in this regard.
- (x) By displaying, publishing, or otherwise posting any material on or through the Sites or in connection with the Programme, the Participants hereby grant to the Organizers, an unrestricted, exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, publicly perform, publicly display, reproduce and distribute such material throughout the world in any media, without the requirement to make payment to the Participants or to any third party or the need to seek any third party permission. The Participants further agree that the Organizers are free to use any ideas, concepts, know-how that the Participants and the shortlisted Teams provide to the Organizers. The Participants further grant to the Organizers, the right to use the name they submit in connection with such material, if they so choose. This license includes the right to host, index, cache, distribute, and tag any material, as well as the right to sublicense material to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, in video or music software computer programs. The Participants represent and warrant that they own the content submitted, displayed, published or posted by them on the Sites and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content they submit, and that Organizers’ use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any



other intellectual property rights or other rights of any person or entity; and that the Participants will indemnify the Organizers for all claims resulting from the content provided by the Participants.

- (xi) Decision of Organizers will be final and binding with regard to the Programme and no correspondence will be entertained in this regard.
- (xii) The prizes are personal to the winners and are not transferrable and cannot be sold under any circumstances.
- (xiii) No cash payment will be made in lieu of the prize.
- (xiv) Organizers shall not be responsible for any loss, injury or any other liability arising out of the Programme or due to participation by any person in the Programme.
- (xv) Organizer shall not be liable for any loss or damage due to act of God, governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss.
- (xvi) All disputes relating to this Programme shall be subject to the exclusive jurisdiction of Courts at Dubai International Financial Centre only.
- (xvii) By participating in this Programme, it is assumed that the Participant has read these terms and conditions and shall be held responsible in case of violation of the same.