

## **“Change Makers Contest”**

This competition is subject to the following terms & conditions (“T&C”), which may be updated by TIL (as defined below) from time to time without notice to Contestant (as defined below). If the Contestant does not agree with these T&C, contestant is requested not to participate in the Competition. Participation or submission of entry in the Competition shall be deemed as the acceptance of the T&C by the Contestant.

### **1. Definitions**

- a) **“Competition”** means the competition titled as **Change Makers Contest**.
- b) **“Contestant”** mean the Indian citizen, who is eligible and chooses to participate in the Competition.
- c) **“Judge”** or **“Judges”**: means the Judge or the panel of judges appointed by TIL in its sole discretion, who shall have final authority to declare the winners of the Competition. The decision of Judge shall be final and binding on the Contestant.
- d) **“Prize”** means the prize declared for winner of the Competition by TIL.
- e) **“TIL”** mean Times Internet Ltd., a company as per the companies Act, 1956 and having its registered office at 10, Darya Ganj, New Delhi- 110002 and corporate office at Plot number 391, Phase 3, Udyog Vihar, Gurgaon, Haryana-122016.
- f) **“Winner”** mean the eligible Contestant who is declared winner by TIL.

### **2. Eligibility**

- a) This Competition is valid for Indian citizens entitled to enter into any contract and is aged 18 years and above; However, Contestants below 18 years of age may participate in the Competition through parents or guardian.
- b) The Judges, employees or agents of TIL and Ericsson and their event/marketing Agency, their family members or the relatives are not eligible to participate in the Competition. Any such entry, even if successful, would be deemed inadmissible for the purpose of this Competition.

### **3. Competition Duration:-**

Competition shall start on 5<sup>th</sup> June 2015 at 10 am and will conclude on 26<sup>th</sup> June 2015 at 6 pm. (“Competition Period”). However TIL reserves the right to change the Competition Duration, Rules at any time at its sole discretion.

### **4. Participation Fee**

There is no fee for entry or participation in the Competition.

### **5. Competition, its features and procedure to participate in the Competition**

- a) To participate in the Competition, Contestant has to log on to [economictimes.indiatimes.com/changemakers.cms](http://economictimes.indiatimes.com/changemakers.cms) and answer the questions that are presented.
- b) Contestant's entry will be valid only if they have a valid and verified email id.
- c) Contestant understands that mere participation in the Competition does not entitle the Contestant to win the prize.
- d) The decision of the jury(s) shall be final and no correspondence in this regard will be entertained.
- e) The Winners will be informed through an email.
- f) The judges will decide the winners on the merit of the entry submission, and not through a random draw. If the judges end up with more than 10 similarly meritorious entries, then a draw may be done to select the winners.

### **6. Prizes**

- a. If required, TIL may ask the winner to produce the following documents:-
  - Proof of Identity with photo
  - Proof of age
  - Proof of Address
  - Copy of PAN card
  - Any other document as required by TIL.
- b. Prizes to winners will be couriered within 3-4 weeks from announcement. The winners will be announced at the end of the contest and they stand a chance to win a SONY-SWR10 SmartBand.

- c. Any charge over and above the stated prize shall have to be borne by the winners themselves including without limitation travelling, prize collection/delivery charges etc.
- d. Prizes shall be non transferable and must be accepted as awarded. No Cash payment in lieu of the prizes shall be made. Winner shall have to bear all incidental costs, if any, that may arise such as transportation costs for the fulfillment of the prize.
- e. All applicable taxes/duties/levies including service tax or applicable gift taxes on winning the prize shall be borne by the Winner. All deductions (such as TDS), withholding tax etc. wherever applicable, shall be made by TIL in accordance with the Income Tax Act, 1961 or as any other law as applicable before disbursement of Prize.
- f. All Prizes shall be subject to T & C and compliance with all applicable statutory legislations/ processes /formalities as may be applicable to specific Prizes.

## **7. Other Terms**

- a) This Competition cannot be combined with any other offer or promotion currently being offered.
- b) TIL reserves the right to disqualify any Contestant if it has reasonable grounds to believe the Contestant has breached any of these terms and conditions. Any failure on the part of the winner to comply with directions issued by TIL, or in the event of any ambiguity / uncertainty / unavailability of the winner, TIL, in its own discretion shall be entitled to cancel the Prize(s) for the said winner(s). No correspondence in this regards shall be entertained. TIL's decision shall be final, binding and non-contestable.
- c) Subject to applicable laws, Contestant hereby grant TIL & Ericsson, by participating in the Competition and/or accepting a Prize, the right to use, in perpetuity the Contestant's information, publish and display Contestant's picture, voice, video, statements, quotes which may be adapted, edited or modified, as solely determined by TIL for advertising, trade, publicity and promotional purposes in any media without notification or approval, all without any additional consideration.
- d) If for any reason the Competition cannot be held as planned, including without limitation any infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, or for any other reason whatsoever, TIL reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition. Any failure by TIL to perform its obligations will be excused to the extent such performance is prevented due to reason of force majeure such as acts of God, explosion, labour dispute, failure of utilities, governmental interference or any other act or condition beyond the reasonable control of TIL. TIL shall not be liable for compensating for any financial loss arising out of such circumstances.
- e) TIL reserves the right at any time without prior notice to add, alter, modify, all or any of these terms and conditions or replace, wholly or in part, this competition's rules and gratifications if any or withdraw this competition altogether. Therefore, Contestants are advised to regularly check for any amendment(s) or update(s) to the T&C. No correspondence in this regard shall be entertained.
- f) Contestant expressly agrees and acknowledges that Contestant uses the service at its sole risk and responsibility. That the Competition or service is provided on an "AS IS" and "AS AVAILABLE" basis. TIL expressly disclaims all warranties of any kind, whether express or implied.
- g) Neither does TIL make any warranty that the Competition and or emanating results will meet your expectations, or the services will be uninterrupted, timely, secure, or error free.
- h) TIL will in no event be liable for any damages whether direct, indirect, special, incidental, or consequential arising out of the Competition or use of the prizes given through the Competition, In the event any disclaimer is held invalid, the liability of TIL under this competition shall not exceed the value of lowest single prize.
- i) The Contestant hereby agrees and undertakes not to hold TIL and/or or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Contestant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of participation in the competition.
- j) All other standard Terms & Conditions mentioned on the Website would apply.
- k) In the event of any conflict between the terms and conditions herein, and any other information displayed on the website, including the FAQs, in relation to this competition, the terms and conditions herein shall prevail.
- l) All disputes are subject to the exclusive jurisdiction of the courts at New Delhi.