

## TERMS & CONDITION:

1. These terms and conditions are applicable for “Click-o-tory” Student Photography Contest (hereinafter called the "Program") organized by Canon India Private Limited (CIPL) and available on Canon Edge Website <https://edge.canon.co.in/clickotory/>. Each participant shall share/upload their photographs on <https://edge.canon.co.in/clickotory/> relating to mentioned genres/categories of photography.
2. “Contestant” shall mean students who are Indian citizen and a permanent resident of India who are in the age group of 13-22 Years.
3. For minors to participate, it is mandatory for their local guardians/father/mother to accept the terms and conditions on their behalf. By participating in this program it will be deemed that their local guardian/father/mother has understood and accepted the terms and conditions of the program. Contestants who are below 18 years of age must submit proof of parental or guardian consent along with an undertaking in prescribed format for their participation in this Program, when required by CIPL.
4. Details of the Program:
  - The Program will be effective from 15<sup>th</sup> September, 2016 (8:00 PM) till 30<sup>th</sup> October, 2016 (8:00 PM)
  - “Click-o-tory” is about driving engagement amongst the students as per mentioned age group and genres/categories of photograph submission.
  - The best entry from each Genre/Category of Photography selected by CIPL under the Program shall be given EOS 1300D/EF-S 18-55mm f/3.3-5.6 IS II.
5. Eligibility criteria for participation in the Program:
  - The Program shall be applicable for individuals who are:
    - Students with valid identity card
    - Residents of India, and
    - 13 (Thirteen) years or above but not over 22(Twenty two) years of age.
6. All the contestants must be students within the mentioned age group.
7. CIPL’s decision on the selection of best entries shall be final and binding on all the Contestants.
8. Program entries in the form of photographs must be received between 12:00 p.m. on 15<sup>th</sup> September, 2016 till 8.00 p.m on 30<sup>th</sup> October, 2016. Entries not received within the time/tenure specified above shall not be considered for the Prize.
9. CIPL reserves the right to cancel, withdraw, change or substitute, at its sole discretion, the Prize with any other prize at any time without any prior notice.
10. The Winners will be declared by CIPL on the Canon Edge website and other Digital platform of communication of Canon India. The Prize will be delivered to the winning contestant within 45 days from the date of announcement of the Winner. CIPL shall not be held liable for any delay in

delivery of the Prize due to any reason whatsoever. The winning Contestant shall not have any rights to claim any damages, loss or costs from CIPL for delay in delivery of the Prize on any grounds whatsoever. It is the contestant's sole responsibility to ensure that the address mentioned at the time of registration is correct and the person who receives the Prize is authorised by the winning contestant. CIPL will not be responsible for non-delivery, delay in delivery, or any other issues related to the delivery of the Prize because of contestant entering the wrong address. It is the contestant's responsibility to enter the correct address and contact details for proper delivery of the Prize in their respective addresses.

11. In case, where the winner selected has given any incorrect information at the time of registration or if all the relevant information is not furnished or if the residential communication address is outside of India, then in such case his or her selection will be cancelled and his or her name will be replaced by a new winner which shall be selected through selection method as determined by CIPL.
12. Once the Prize is delivered at the address shared by the Contestant, the Contestant shall have no further claim on account of the Prize.
13. The Prize is, not exchangeable for any other product or item, is non-transferable and cannot be encashed under any circumstances...
14. Contestant hereby agree and undertake not to hold CIPL and/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 Contestant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of the Program or by participating in the Program. This Program is subject to force majeure conditions that are beyond the control of CIPL.
15. The Program cannot be combined with or clubbed with any other scheme and/or offer from CIPL, subsisting or announced at a future date by CIPL.
16. CIPL reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Program or any part thereof at its sole discretion at anytime during its validity and without notice or any obligation, as shall be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and/ or force majeure events and the same shall be binding on the Contestant.
17. Suspected or actual fraud and/or suspected or actual abuse relating to the Program, by way of fake or duplicate profile or profiles may result in termination of Contestant participation in the Program in addition to any other rights or remedies CIPL shall have whether in law or equity against Contestant.
18. The Contestant shall ensure that the photographs uploaded by the contestant :-
  - (a) Shall not violate any kind of intellectual property rights of any kind of any third party. In case of photographs are related to a natural person whether living or dead, the consent of such natural person or his/her legal heir must be taken.
  - (b) Should not violate rights of any celebrity.
  - (c) Should not be an unauthorized content or photograph of any event.
  - (c) Should not contain any defamatory content
  - (d) Should not contain any theme or content which is illegal or against the public policy.

(e) Should not be against the national interest

(f) Should not be against the social or religious sentiments of any individual or group of people.

(g) Shall not be an imitation or copy of the photograph or content owned by any other person or entity.

19. Contestants and in case of minors, their legal guardian/father/mother hereby agrees to indemnify, hold harmless & undertakes to defend CIPL, its affiliates, Group Companies and their respective employees, officers and directors against any claim by a third party or any loss or damages suffered by CIPL due to violation of clause 18 of these terms and conditions by the Contestant , including but not limited to damages, costs, expenses as a result of such claim.
20. The contestant by participating in the Program unconditionally consents to sharing and using of the said photographs/content submitted by him/her to CIPL for CIPL sales and marketing purposes and agrees that CIPL shall not in any way be held responsible and/or liable for misuse, if any, of said Photographs/content by any unauthorized third party .  
The contestant may change the address and contact details entered at the time of registration within two calendar days pursuant to which no further changes will be accepted by CIPL.  
In order to make any changes mentioned above the contestant has to send an email to [admin@canonedge.com](mailto:admin@canonedge.com) regarding such change(s). CIPL shall not be responsible for any network issues or non-delivery of the mail to the recipient address.
21. CIPL shall not be responsible in any way for any damage to the photograph file while uploading the same or after the upload on the Canon Edge.
22. Failure by CIPL to enforce any of its rights at any stage against Contestant does not constitute a waiver of those rights.
23. Except for any liability that cannot be excluded by law, CIPL (including its Directors, officers, employees and agents) excludes all liability for any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the program.
24. If any terms and condition of the program found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provision, unless it is practically not possible to administer the program.
25. Decision of CIPL on all aspects including with regard to administering the Program shall be final and binding on the Contestant.
26. In case of any issues related to the Program, Contestant shall e-mail their query to [customersupport@canon.co.in](mailto:customersupport@canon.co.in)
27. Participation in this Program shall be construed as an acceptance of the Terms and Conditions stipulated herein and of any rules and regulations already announced.
28. The terms and condition of this Program shall be governed by Indian Laws. Any and all disputes, controversies and conflicts (“Disputes”) in respect of all the subject matter relating to the Program shall be Subject to the exclusive jurisdiction of Courts at New Delhi.
29. The Contestant and in case of minors, father/mother/legal guardian of such minor acknowledges that he/she has fully read and understood and is thus fully aware of the terms and conditions of the Program and his/her participation in this Program is voluntary.

