

TERMS & CONDITIONS FOR PHOTO UPLOAD CONTEST FOR NEW SCULPTURE IN THE BRITISH COUNCIL'S PREMISES

1. The photo upload contest for unveiling of a new sculpture in the British Council's Premises (hereinafter referred to as the "Contest") is being run/organised by British Council Division, British High Commission, K. G. Marg, New Delhi, India (hereinafter referred to as the "British Council") during the period November 9th, 2015 to November 18th, 2015 on Twitter and Facebook (hereinafter referred to as the "Sites").
2. In order to participate in the Contest, each participant must upload an original, self-clicked picture of a UK art work created and require to provide a valid email address and phone number along with their entry. Such photos should not be copied / downloaded from any websites or other media. The three (3) most creative and innovative entries will win exciting prizes.
3. This Contest is open to all citizens of India, non-resident Indians and citizens of foreign countries residing in India aged 18 and above and should have a firm contractual capacity ("Participant(s)"). No employee of the British High Commission, British Council, BC Examinations and English Services India Private Limited (BCEESIPL) and BC Management Services Private Limited (BCMS) or any of their advertisers or sponsors, nor any of their family members are eligible to participate in the Contest.
4. This Contest is valid for the Participants who are Facebook and Twitter users and the Contest begins on November 9th, 2015 at 00:00:01 AM and opens for a period of 10 days ending on November 18th, 2015 at 23:59:59 PM. Any entry received after the end of the aggregate Contest period shall not be entertained and shall be considered ineligible for the Contest.
5. Participation in the Contest is voluntary and Participants are advised to read full 'Terms and Conditions'. Participation in the contest shall imply that the participant has duly read and agreed to adhere to and is bound by the 'Terms and Conditions' stated herein.
6. To participate, the participant must follow www.twitter.com/inBritish or www.facebook.com/BritishCouncilIndia. While posting entries to Twitter, tag @inBritish.
7. Conditions of entry:
 - a. British Council reserves the right, at any time, to verify the validity of entries, entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at British Council's discretion. Failure by British Council to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete, indecipherable or incorrect entries are not eligible to win.
 - b. All entries shared has to be a photograph clicked by the Participant and not copied.
 - c. The entry must be of a UK art work.
 - d. British Council India has the right to dismiss Participant's entry at its sole discretion including but not limited to pertaining any of the following conditions:
 - i. Use of false or other people's personal information for entry.
 - ii. Multiple entries using multiple accounts.
 - iii. Using of any software program or unfair means or any other means to get added advantage over the other Participants / contestants.
8. Prize winners: The three (3) most creative and innovative entry will get prizes i.e. a total number of 3 winners will be announced on the basis of creative and innovative responses (hereinafter referred to as the "Prize Winners"). The Prize winners will win the prize as declared by British Council either in cash or kind (hereinafter referred to as the "Prizes"). The selection of Prizes is as per process decided at the sole discretion of the British Council. The decisions of the Judges will be made in their sole discretion and will be final and binding. No appeals will be entertained in this regard.
9. British Council India reserves the right to disqualify any participant / even the Prize Winner(s) if it has reasonable reasons to believe that the participant/Prize Winner(s) has breached any of the 'Terms and Conditions' of the Contest. If the Prize Winners is disqualified for any other reason, such as being found ineligible or failing to comply with 'Terms and Conditions' of the Contest, then the next eligible alternate Participants will receive the Prize instead, according to the procedures mentioned in this 'Terms and Conditions'.
10. The Prize Winners will also be notified via a Direct Message on Twitter or a Private Message on Facebook and required to provide a valid email address and phone number. Individuals will be informed to mail the required details like proof of national identity, PAN details, address proof etc. Gift/ prize will be given to the winner only after complete verification. If British Council does not receive an answer from the selected Prize Winners within three days, i.e November 23rd 2015 after initial contact is made by British Council, or the email/ direct message sent to the Prize Winner(s) is returned as undeliverable or the Prize Winner(s) declines the Prize, the original selected Prize Winner(s) will be disqualified and British Council may in its sole discretion disqualify that prize totally or select the next eligible alternate Participant(s) as the Prize Winner(s).
11. British Council shall not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or loss of, or damage to property, which might be suffered or sustained in connection with the offer or the Prize, except to the extent to any liability not excluded by law.
12. British Council shall not be held responsible in any manner to anybody including any of the Participants for the misuse of any image/ text during the contest. Each entry must be the original work of the Participant; must not have been submitted for another competition, promotional event, or for publication; must not have won previous prizes; must not have been published previously; must not be obscene or indecent (in the sole opinion of British Council or judges nominated by it) and must not infringe any third-party rights.
13. British Council India may, without advance notice cancel, suspend or postpone the contest at any time at its sole discretion.
14. The Prize cannot be exchanged, converted, transferred, assigned in favour of other, or combined with any goods, cash, person or scheme respectively in any circumstances.
15. All taxes levies and duties, including but not limited to FBT/VAT/Road Tax/ Octroy/ Income Tax etc.) if any, due and owing under applicable and statutory laws in connection with all prizes, and all other costs, including insurance, incidental costs, gifts and taxes are the sole responsibility of the Prize Winners. Before releasing the Prize awarded to the Prize Winner tax deductible at source (T.D.S.) provisions of Income Tax Act, 1961 shall apply
16. British Council reserves the right to change these Terms and Conditions from time to time without any prior notice. It is the user's responsibility to check regularly, in order to ascertain if any changes have been made to these Terms and Conditions.
17. Entries that do not cater to the contest specifications will not be eligible to win. Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt.
18. Gift/ prize will be disclosed to the Prize Winner(s) only. British Council holds the right to change the Prize without prior notice. If an advertised Prize is not available, we reserve the right to offer an alternative prize of equal or lesser value.
19. British Council shall not be held responsible and/or liable for any cancellation of the contest that may occur due to reasons beyond the control of the organisation.
20. Each Prize Winner releases the British Council, its affiliates, and its respective directors, officers, employees, and agents from any and all claims, liability, loss, or damage, including any third party claims, arising from or relating to, in whole or in part, this Contest or the possession, use, misuse of, or inability to use a Prize.
21. The pictures and basic information uploaded by the Participant on the Sites may be used in any manner whatsoever by British Council in connection with the Contest advertising and promotions at the sole discretion of British Council. No claims whatsoever can be made against British Council for the use by British Council of the picture and basic information.
22. Pictures uploaded by the Participants on the Sites are free of any copyright, intellectual property, trademark or patent violations and are the sole property of the Participant. The Participant agrees that if any third party makes a claim for breach of copyright or any other intellectual property right, or any loss or damage arising from Participant's submission to the contest, Participant will indemnify British Council, its affiliates, and their respective directors, officers, employees and agents from any and all such claims, including reasonable attorneys' fees related thereto.
23. In all cases British Council will not be held liable if the Prize does not reach the Prize Winner(s) for reasons beyond organisation's control.
24. These terms and conditions shall be governed by and construed in accordance with the laws of India.
25. Any issue arising relating to the Contest shall be the subject matter of jurisdiction of the Court of Delhi.