

## **TERMS & CONDITIONS FOR CHAMKTE KALAKAAR**

These Terms and Conditions are the standard terms and conditions applicable to CHAMAKTE KALAKAAR (hereinafter referred to as “Contest”) organized by M/s Sanmarg Private Limited and managed by the management team of Sanmarg Private Limited (Sanmarg Team). Entry in the Contest constitutes acceptance of these Terms and Conditions.

If there is any disagreement with any of the Terms hereto, please do not participate in the Contest. By participating in the Contest, Participant (any individual who is an Indian citizen, and is of 18 years of age or above) hereby agree to comply with and be bound by all the rules, regulations, terms & conditions mentioned herein which may be changed, modified or amended by the Sanmarg team at any time in its own discretion with or without notice to such Participant.

### **1. OBJECTIVE OF THE CONTEST**

To foster creativity and celebrate the diverse talents within our community by providing a platform for individuals to showcase their skills in areas such as but not limited to cooking, dancing, singing, DIY home decor, tourism, makeup tutorials, fashion and so on. This contest aims to recognize and reward the passion and ingenuity of everyday people, while encouraging the sharing of ideas and inspiration through creative expressions.

### **2. ELIGIBILITY CRITERIA**

2.1 The Participant should be an Indian citizen and shall be of 18 years of age or above.

2.2 Employees and immediate family members of the Sanmarg team are not allowed to participate in the Contest.

### **3. PARTICIPATION PROCESS**

#### **3.1 Participation via Website:**

- To enter the Contest, the Participant must visit the "**Chamakte Kalakaar**" section of the Sanmarg website and click on the "**Participate**" tab.

- Upon clicking, the Participant will be redirected to the Google Form specifically created for the Contest.

#### **4.2 Form Submission Requirements:**

- The Participant must complete the Google Form by filling in all required fields and adhering to the specified criteria.
- The video submission must comply with the following criteria:
  - The video must not exceed **5 MB** in size.
  - The duration of the video must not exceed **1 minute**.
  - The video content must be in **Hindi** and align with the specific contest category (cooking, singing, etc.).

#### **4.3 Final Submission:**

- After completing the form and ensuring all criteria are fulfilled, the Participant must upload their video and submit the form. Incomplete or non-compliant submissions may be disqualified at the discretion of the Sanmarg team.

3.2 The Participant agrees that all content submitted as part of the Contest must adhere to the following guidelines including but not limited to:

- All submitted videos must be in Hindi only. Any videos submitted in languages other than Hindi will be automatically disqualified.
- The Participant shall not submit any content that is vulgar, obscene, offensive, defamatory, or otherwise inappropriate.
- Content must not contain hate speech, violence, or promote discrimination based on race, religion, gender, ethnicity, or any other form of prejudice
- Content that includes nudity, sexual content, or explicit language is strictly prohibited.
- All submissions must be original and created solely by the Participant. Plagiarism or copying from other sources will result in disqualification.
- The content must comply with all applicable local, national, and international laws, including copyright and intellectual property regulations.
- The content must not depict any dangerous, illegal, or unethical activities, and must not encourage behavior that may harm the Participant or others.

3.3 The Participant may be requested for further information, documents, supporting material and clarifications for verification purpose. Failure to provide what is requested may be grounds for disqualification.

3.4 The Participant has on submission of the Google Form represents that he/she has read, understood and agreed to these Terms & Conditions.

3.5 The Participant represents that all information provided in the Google Form is correct, complete, current and no relevant information has been suppressed and that document and video provided is genuine, valid and relate to the Participant.

3.6 Sanmarg team shall not be responsible if the whole or part of the Google Form is not received and/or that it is garbled, corrupted or suffers any technical or other lacuna, and if the submission is rejected on these grounds.

#### **4. SELECTION PROCESS**

##### **4.1 Submission Period:**

- The Contest will be open for video submissions through the Google Form from ..... to ..... everyday.
- The Google form will automatically close at ....., after which no further submissions will be accepted.

##### **4.2 Review and Upload:**

- After the submission link closes, the Sanmarg team will review the videos based on creativity, originality, and alignment with the Contest categories.
- The reviewed videos will be uploaded on the website for public voting within ..... **hours** from the closing of the submission link on the same day.

##### **4.3 Public Voting Period:**

- Once the videos are uploaded, they will be available for public voting through the website.
- Public voting will be open from the time the videos are uploaded until **midnight** on the same day. Participants and viewers can engage with the videos (likes, comments, etc.) to vote for their favourite entries.

##### **4.4 Winner Announcement:**

- Based on the votes received, the Sanmarg team will select and declare the Winner.
- The selected Winner will be rewarded with a prize worth **Rs. 10,000/- (Rupees Ten Thousand Only)**.

4.5 The decision of the Sanmarg team shall be final and binding.

4.6 No correspondence of whatsoever nature relating to the selection of Winner shall be entertained by Sanmarg team.

**4.7 Videos once submitted cannot be withdrawn.**

4.8 Participant should be in complete agreement with the voting procedure and all other processes leading to the selection of the winner.

**5. WINNER'S DECLARATION**

5.1 The decision of the Sanmarg team with respect to the evaluation/disqualification/qualification is final and binding on all participants. No claims/queries raised with respect to the same will be entertained in this regard.

5.2 The Sanmarg team reserves the right to offer or withdraw any of the rewards as provided herein, at any point of time, including after they have been announced.

5.3 The rewards may be changed / modified / split / merged / increased / decreased or cancelled by the Sanmarg team based on the number and quality of videos received.

5.4 In the event that no participants are found to be worthy of inclusion by the Sanmarg team, the reward may be cancelled. The decision of Sanmarg team in this regard will be final and binding. The Sanmarg team will not entertain any queries in this regard.

5.5 Participants declare that the details furnished in the Google form and supporting documents along with the video submitted for the Contest are true, correct and complete and, wherever required, provided after thorough due diligence and inquiry. In case any of the said information is found to be false or untrue or misleading or misrepresenting, the participant will be liable and accountable for any consequences resulting thereto including indemnifying the Sanmarg team for any expenses, costs, losses, damages incurred.

5.6 By submitting the video as part of the Contest, the Participant irrevocably transfers and assigns to the Sanmarg team all rights, title, and interest in and to the content, including but not limited to any intellectual property rights, from the date of submission. This transfer grants the Sanmarg team full ownership and authority over the submitted content.

Sanmarg team shall have the exclusive right to use, modify, distribute, display, and publish the content in whole or in part, in any media or format, including but not limited to trade publications, press releases, electronic or social media platforms, websites,

electronic hyperlinks, and any other forms of display deemed appropriate by the Sanmarg team at any time.

From the date of submission, the Participant relinquishes any and all rights, claims, and interests in the submitted content, including any future use or distribution of the video. The Participant shall not use, display, or distribute the submitted content for any reason or in any medium, including but not limited to personal use, social media, or other contests. All rights, including but not limited to intellectual property rights, are reserved by the Sanmarg team, and the Participant shall have no further claim or control over the submitted content once it has been submitted for the Contest.

5.7 Sanmarg reserves the exclusive right to commercially exploit the video content, including the right to monetize or generate revenue through any means, such as advertisements, sponsorships, or licensing agreements, without further notice or approval from the Participant. All revenue generated from such use will be retained solely by Sanmarg.

In the event that the Participant uses or publishes the submitted video after submission in violation of these terms, any revenue generated from such use shall be subject to a **20% revenue-sharing arrangement** with Sanmarg. The Participant agrees to provide full and accurate accounts of any such revenue and remit the 20% share to Sanmarg promptly upon receipt.

5.8 Any and all applicable taxes, levies, or duties (including but not limited to TDS, income tax, gift tax, or any other statutory obligations) arising from the receipt of the prize money or any other benefit under the Contest shall be the sole responsibility of the Participant. The Participant is solely responsible for declaring the prize amount and ensuring compliance with applicable tax laws.

Sanmarg reserves the right to deduct Tax Deducted at Source (TDS) as per the prevailing income tax laws or any other applicable laws of India before awarding the prize. The prize will be awarded to the Participant only after the deduction of such taxes, as applicable. Sanmarg will provide the Participant with necessary documentation or certification related to such TDS, if required.

5.9 The Sanmarg team may, in its sole discretion, exclude a Participant from participating in the Contest on various grounds, which may include without limitation (i) circumstances which renders the Participant unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the Participant; (iii) any other reason that, at their sole discretion, would adversely impact the Contest. At no point of time will the Sanmarg team be obliged to notify unsuccessful Participants of its decision.

- 5.10 The Sanmarg team further reserves the right to replace, at its discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Contest, with another Participant who should be eligible to be a Winner.
- 5.11 The Sanmarg team will reach out to Winner to obtain details and documentation, if any, to initiate process for giving the reward as mentioned hereinabove.
- 5.12 The Sanmarg team will make a maximum of 3 attempts to get in touch with such Winner. Failure to contact the Winner may result in forfeiture of the reward for such participant and the Sanmarg team may reward the same to subsequent eligible participant with highest score.
- 5.13 It shall be noted that only one Google Form per Participant is allowed each day.
- 5.14 The above-mentioned schedule could be added to, modified or cancelled based on technical requirements and in case the Contest is for any reason rescheduled, extended, cancelled or terminated early and same shall be the absolute sole discretion of Sanmarg team.
- 5.15 All entries received will be evaluated based on pre-defined evaluation criteria determined by the Sanmarg team in its sole and absolute discretion.

## **6. LIMITATIONS & DISCLAIMERS**

- 6.1 The Sanmarg team will not be responsible for late/ incomplete/ corrupted/ defective entries and/or which cannot be read or viewed for any reason, and such Entries shall stand automatically disqualified. Sanmarg team shall not be responsible if for any technical, physical or other reasons, the Entry is not received or cannot be read/ viewed/ judged.
- 6.2 The Sanmarg team reserves their right to suspend, cancel or modify, add to, or truncate these Terms & Conditions or Contest and/or rules relating thereto at any time without notice. Participants shall periodically check this page for updating of these Terms & Conditions.

- 6.3 The Sanmarg team has no obligation to screen the entry material in advance and is not responsible for monitoring entries for the purpose of preventing violation of intellectual property ownership rights, or violations of any law, rule, or regulation. If the Sanmarg team is notified of submissions or materials that may not conform to the Rules, it may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such an entry from consideration. The Sanmarg team has no liability or responsibility to Participants or other users of the Website for performance or non-performance of such activities.
- 6.4 The Participant shall indemnify and hold the Sanmarg team, its affiliates, respective officers, directors, editors, partners and employees, indemnified and harmless from any loss, expense, cost, liability, claim, or demand (including reasonable attorneys' fees), made by any third party due to or arising out of the Contest and related information and/or documents provided by the Participant and/or from a breach of this Agreement and/or any breach of representations and warranties set out herein. The representations, warranties, licenses, indemnification and limitation of liability shall survive the Contest.
- 6.5 In no event shall the Sanmarg team, its affiliates, respective officers, directors, editors, partners and employees be liable to the Participant or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including loss of profit or damage arising from the Participant's participation in the Contest, even if Sanmarg team has been advised of the possibility of such damages.

## **7. GENERAL**

- 7.1 Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Contest and agree to the Terms & Conditions.
- 7.2 Participant understands and agrees that merely participating in this Contest does not entitle the Participant to a prize or to any other form of consideration.
- 7.3 Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify Sanmarg team from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or a claim or any costs payable thereof.

- 7.4 Participants for the purpose of entering the Contest, automatically grants the Sanmarg team a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Contest, 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, in any display format selected during the Contest as it deems fit.
- 7.5 The Sanmarg team reserves the right to, at its discretion, withdraw or amend or add to the Terms & Conditions of the Contest at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any individual or organization may suffer as a result of participating or attempting to participate in the Contest, the Contest being withdrawn, or its rules amended.
- 7.6 If any provisions of the said Terms and Conditions are unlawful, void or for any reason unenforceable, they shall be deemed separable and in no way affect the validity or enforceability of the remaining provisions of this Terms and Conditions.
- 7.7 All disputes relating to or arising out of the Contest shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Kolkata, India.
- 7.8 In the event these terms and conditions do not cover any question or complaint in relation to the Contest, the same will be concluded on by the Sanmarg team (for all other issues) or an independent body or legal team as appointed by the Sanmarg team and deemed necessary.

## **8. WEBSITE**

- 8.1 The website is only an informational website .....(the “Website”) for the Contest. The Sanmarg team is 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. The Sanmarg team shall not be under any obligation to Participant and Participant shall have no obligation or rights in relation to the Contest and shall have no claims whatsoever against the Sanmarg team relating to the selection process or the running of the Contest.



- 8.2 The Sanmarg team shall not be responsible for:
- i. any delivery, failures relating to the registration or uploading videos/presentations.
  - ii. any SPAM generated messages as result of Participant accessing the Website.
  - iii. Sanmarg team not receiving or rejecting any data.
  - iv. 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
  - v. Other conditions/situations or failures beyond its control.