



1. These Terms and Conditions govern the conduct of Talenterz Online Talent Hunt competition, 2020 (“Competition”) which is brought to you by Talenterz (“Organizer”).
2. This Competition is open to all children in the age group of 2.5 years to 18 years of age residing in India (“Participant(s)”) except the employees and the family members of the Organizer, its associate/group companies, its advertising and promotional agencies, its auditors, executing agencies, business partners and their associate companies.
3. By participating in this Competition, the Participants agree to completely release Facebook, Twitter and Instagram (“Social Media Platforms”) of any liabilities, acknowledge that the Competition is no way sponsored, endorsed or administered by, or associated with Social Media Platforms and acknowledge that they are providing information to the Organizer and not to any Social Media Platforms
4. By participating in the Competition, Participants accept and agree to be bound by these Terms and Conditions, including any amendments and modifications hereto. Participants also specifically agree to be bound by and subject to the Terms and Conditions of Social Media Platforms governing the Competition or participation of Participants.
5. Participation: Starting from Wednesday, 1st July 2020 at 11:59 AM and ending on Friday, 31<sup>st</sup> July 2020 at 11:59PM (“Competition Period”) in India only.
6. The competition will run in 4 categories:
  - i. Category A: 2.5 years to 5 years
  - ii. Category B: 6 years to 10 years
  - iii. Category C: 11 years to 13 years
  - iv. Category D: 14 years to 18 years
6. Payment of Entry Fee: Payments are made online through instamojo / razorpay. The payment option is located on the website. The fees are Rs125/- per activity.
7. Once submitted, there are no refunds and entries are non-returnable.

8. To participate in the Competition, the Participant are under mandate to follow the instructions as communicated in the Competition announcement by the Organizer herein below:

a. Participants shall register themselves on the website [www.talenterz.com](http://www.talenterz.com) and select the activities they want to participate in.

b. Participants can register for either / all the activities.

d. Participant records performance video (2 minutes) of Dance, Singing & Poetry Recitation OR a clear photograph of the Painting.

#### **For Painting -**

- i. It must be created in physical media (no digital "paintings"). There are no restrictions on the media & material. The style and form of painting is your choice
- ii. Each file submitted must be in a 'jpg', 'png', 'bmp', 'jpeg' format.
- iii. Your art must be your own original concept and not a copy of anyone else's copyrighted material.
- iv. The image file should carry the details of your Name, UID, School Name & City.
- v. You may only submit your own artwork that you, personally created.
- vi. If there is any question about authenticity, we reserve the right to demand proof of authorship. if it is not then your entry will be disqualified.
- vii. Do not send images of your artwork which has been framed or contains watermarks.

#### **For Recitation**

- i. The contestant chooses a poem in English Language to recite by memory, using all the skills of a good dramatic presentation.
- ii. Time limit is 2 minutes maximum.
- iii. Poems must be memorized and recited
- iv. A student must start their recitation by saying the title of the poem and the poet's name. You also have to mention your Name, UID, School Name & City.
- v. The video and the audio quality should have proper clarity and audibility.

#### **For Dance**

- i. The Dance style is the choice of the participant. There is no restriction on the style chosen - incorporating any style or combination of styles of *dance*.
- ii. Time limit is 2 minutes maximum.
- iii. A student must start their performance by mentioning their Name, UID, School Name & City.
- iv. There are no restrictions on the dance form and style.

### **For Singing**

- i. The language is the choice of the participant. There is no restriction on the form and style.
- ii. Time limit is 2 minutes.
- iii. The audio quality of the video should be good.
- iv. You cannot club Singing and Dancing together.

e. Participant uploads video / photo clicked by them using the Link provided to them. Participants shall Tag their entries with their UID.

f. Out of all the Entries uploaded by the Participants the top three in each category will be shortlisted by the judges as the winning entries;

g. the award winners will have to provide a validated id proof to get the prizes

h. The chosen winning entries will be uploaded on the website as well as the social media pages of Talenterz – Facebook, Instagram, You tube, LinkedIn, Twitter.

i. Entries submitted in any manner other than specified in the Competition announcement above will be automatically disqualified.

9. A Participant is not allowed to send multiple Entries.

10. By submitting their Entry (including “Content”, as defined below) in the Competition, each Participant grants to the Organizer a perpetual, non-exclusive, irrevocable, worldwide, royalty-free, sub-licensable and transferable license to use, copy, print, display, prepare derivative works of, reproduce, adapt, modify, publish, post, broadcast, transmit and distribute the Entry submitted, in any manner it deems fit, in any media formats and through any media channels, including for promotional, marketing and publicity purposes, without reference or compensation to Participants and/or Winners.

11. Participants uploading videos, photographs, audio content, audio – visual content, etc. as an Entry (“Content”) as required by the terms of the Competition or otherwise shall strictly ensure the uploaded Content is NOT obscene, sexually explicit, defamatory, hateful and/or offensive to any persons, groups and/or communities including but not limited to any religion, caste, creed, gender, race and/or social group. Participants shall necessarily ensure that the submitted Content does not constitute a violation of the rights (including intellectual property rights, rights of privacy, statutory rights, common law rights, etc.) of any person or entity any manner, way or form. Participants shall ensure that Content submitted / uploaded as part of the Competition or otherwise shall not contain any material that is subject to third party proprietary rights, unless the rightful owner of such material has granted permission for such upload / submission and to grant the Organizer all of the license rights granted herein. Participants shall fully indemnify the Organizer against any such claim relating to the Content.

12. The Participant may have access to certain materials or literary, audio, audio visual or other forms of content (“Proprietary Material”) made available by the Organizer as part of the Competition or otherwise on its Facebook page or Instagram page. The Participants acknowledge that the Proprietary Material is owned and/or controlled by Organizer and/or its respective licensors (where applicable) and is protected by intellectual property laws. Organizer only grants the Participant a limited, non-exclusive, non-transferable license to use the Proprietary Material only for the permitted purpose. Use of the Proprietary Material does not grant the Participant any right or license in or to the Proprietary Material or any portion thereof.

13. Each Participant undertakes and agrees:

(i) to use the Proprietary Material only for personal, non-commercial purposes and for no other purpose or in any other manner;

(ii) not to make copies, give, sell, resell, loan, rent, offer, broadcast, send, distribute, transfer, communicate to the public, reproduce, make derivative copies of, modify, display, perform, commercially exploit or make the Proprietary Material available (in whole or in part) to a third party unless otherwise authorized in these Terms and Conditions;

(iii) not to use any automated systems or means, except for the web link provided by Organizer, for downloading / accessing the Proprietary Material;

(iv) not to remove, circumvent, reverse engineer, decrypt, or otherwise alter or interfere with any applicable usage rules or attempt to circumvent digital rights management or copy protection features associated with the Proprietary Material or any other technologies used to control the access to or use of the Proprietary Material or its identifying information;

(v) not to Claim to be the owner, composer, or author of any of the software and Proprietary Material received from Organizer as part of the Competition.

14. Winner will be gratified by a wide array of prizes and Organiser will also post the Winning Photo on Talenterz website, Facebook, Instagram, LinkedIn, You tube and Twitter handles respectively.

15. By participating in Competition, each Participant agrees that Participant’s name, telephone numbers, e-mail identities or any other information that is provided by the Participant (“Personal Information”) may be shared by Organizer with others associated with and/or assisting in organizing and administering of the Competition, and to send to the Participants Competition information pertaining to the Organizer, in the future. Your

Personal Information will be subject to Privacy Policy of Organizer provided on Organizer's website <http://www.talenterz.com/privacy-policy/>

16. Participants shall be solely responsible for any costs and expenses incurred towards internet connection charges, e-mail transmission charges, data transfer (send/receive) charges, mobile connection charges or other incidental costs or expenses as may be applicable, inclusive or exclusive of any other service charges, applicable taxes, levies, duties, etc. depending upon the service provider.

17. Organizer assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line-failure, destruction, unauthorized access to, or alteration of Entries. Organizer shall not be responsible for any problems or technical malfunction of any telephone, telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by Organizer on account of any technical problems or traffic congestion on telecommunication service provider's network / system, the Internet or at any web site, or any combination of them, including any injury or damage to any Participant's or any other person's computer related to or resulting from participation or downloading any content or material for Competition.

18. To the extent permitted by applicable law, each Participant, by entering the Competition, expressly discharges and releases Organizer from any claim, action or demand arising out of or in connection with the Competition or their Gratification. Notwithstanding anything contained herein, the aggregate liability of the Organizer to a Participant for any reason whatsoever shall not exceed the value of one Gratification.

19. Organizer does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission or the Entry of a Participants at any stage of the Competition.

20. Organizer reserves the right to modify, amend or alter the rules governing the Competition in its sole discretion without giving any prior notice. The updated Terms and Conditions governing the Competition will be published by Organizer at the same web link where the original Terms and Conditions are published. Organizer also reserves the right to modify, cancel, extend, and/or discontinue the Competition or any part thereof at any stage without assigning any reason and without giving any prior notice and without any liability.

21. Regardless of location of Participant/Winner, all activities in relation to Competition, these Rules, Terms and Conditions of Competition and any disputes arising from or in relation to Competition or to participation in Competition or interpretation of these terms shall be governed exclusively by the laws of India (including tax laws, rules and regulations as may be applicable from time-to-time). Each Participant agrees to submit to the exclusive jurisdiction of the Courts of law at Hyderabad.