

GENERAL TERMS AND CONDITIONS

Participating Teams must adhere to following Terms and Conditions

1. During the Challenge, the Team leader shall be considered as the Single Point of Contact (SPOC) for all engagements & communication by the Challenge organizing committee. Furthermore, the Team leader cannot be changed during the course of the Challenge.
2. Indian Nationals who are students, start-ups and others are eligible to apply for the challenge. Indian students can form teams among other students from any colleges in India.
3. For any update regarding the Challenge, participants will have to refer to the web portal for Challenge.
4. All communications between the Challenge organizing committee and Team leader will be done through the registered e-mail only. This will be the only form of communication and any other forms of communication will not be entertained.
5. During various stages of the Challenge, all prizes will be awarded and paid in INR in the account of the Start-up to be registered by the qualifying Teams (if not already registered) as provided by the Team Leader. The Team Leader is obliged to make payment in the applicable amount to procure off-the-shelf components for development of MVP/ POC/ Prototype/ Product to each member of the Team and for related purposes. The Organizers will not in any way be responsible for expenditure or division of the prizes among the members of the Team.
6. Prize money will be awarded by MeitY through Maker Village or any other agency identified for this purpose time to time. Taxes on the prize money will be applicable as per the rules on the day of disbursement. A separate agreement shall be entered between Maker Village and the start up before the disbursement of the amount clearly indicating the milestones and timelines.
7. Funds and Prizes Taxes are the sole responsibility of the Teams receiving prizes. Prizes may be subject to tax reporting and other purposes. Team-members agree to supply Organizers with any necessary information to affect the same and to fully cooperate in fulfilling all applicable legal requirements.
8. The funds for the POC/MVP/Prototype/Product shall be disbursed only through the start-up company registered for the development of the product idea proposed for the challenge or through their existing start-up company, which is authenticated by their Board of Directors (BoD) for the receipt of the fund and the utilisation of the same for the agreed purpose. The start-up company which receives the funds shall be responsible for the proper utilisation of the disbursed funds, as applicable.
9. Teams are not allowed to outsource any part of the development process outside the Team. Any help leveraged from any external institutions and or individuals will have to be disclosed to the Challenge organizing committee.
10. Teams shall maintain detailed documentation of their idea and solution at all stages of the Challenge for reference and record purpose. The Challenge organizing committee reserves the right to review these documents any time during the program.
11. The Jury has the right to call any of the shortlisted participating Team at any stage, to make presentation of the submitted details. The details in this regard shall be communicated by the Challenge organizing committee accordingly. Any travel or miscellaneous expenses incurred by

the participating Team as part of Challenge for will not be compensated by MeitY and/or Challenge organizing committee.

12. Removal/ voluntary withdrawal of members from any Team is not encouraged and only be allowed subject to the approval of the Challenge Organising Committee. No other form of Team modification will be entertained.
13. By making a submission in the Challenge, all Teams warrant and represent that to the best of their knowledge, their submission is original and does not violate or misappropriate any 3rd party trade secret, “know-how,” copyright, patent or other intellectual property right. Entrants also warrant and represent that there are no obligations of any nature, legal or otherwise, which would prohibit, restrict, or interfere with their participation in the Challenge or submission of their proposals/ prototype at any stage of the Challenge, and agree to obtain any necessary clearances, authorizations and/or approvals prior to participation. The entrant shall indemnify the challenge organising committee from any dispute arising out of alleged IP infringement, misappropriation of trade secret, know how, copy right etc with any 3rd party.
14. The winners of the challenge are required to adhere to the general terms and conditions applicable for incubation at Maker Village or any other incubation centre where they incubate for the product development.
15. The Entrants agree that no information submitted by the Entrants will be treated by Organizers as confidential, including without limitation any of the information set forth in Sr. No 17 below. For the avoidance of doubt, some information submitted by the Entrants may be considered proprietary, such as information that may attract intellectual property rights including without limitation, copyrights, trademarks and patents, any kind of inventions, innovation or novel ideas. However, by entering this Challenge, the Entrants expressly waive their right to have this proprietary information kept confidential.
16. Each Team and each Entrant hereby grant Organizers a non-exclusive, worldwide, perpetual, and royalty-free right and license to publish their project reports, designs and other information submitted, or any portion or modification thereof, technical or marketing publications, advertisements or promotional activities, including without limitation Organizers or 3rd party technical articles, data sheets, application notes, reference designs or internet publications. The Organizers reserves the right to publish the designs without attribution. Except for these limited rights to publish, the Organizers does not obtain any other ownership, rights or licenses in any of the Team’s intellectual property or confidential information. IPR of the product to be developed as part of Challenge will be owned by the respective Team participating in the Challenge.
17. **DATA PROTECTION, CONSENT TO THE USE OF PERSONAL DATA:** Personal data (as hereinafter defined) provided by the Entrants and the Faculty Mentor during the Challenge will be used by Organizers as well as by service providers (for e.g. website hosting services) engaged by Organizers as data processors, for the purpose of the Challenge. The Entrants and all other participating parties including without limitation the Faculty Mentors, agree that any personal data, which shall mean any data identifying, without limitation, its owner, by name, correspondence address, email address and contact number (“Personal Data”) which is disclosed by any individual or obtained by the Organizers or its Contractual Partners, inclusive of their designated vendors (“Workers and Vendors”) prior to or during the course of performance of this Challenge, shall be processed, maintained, disclosed or destroyed in accordance with the relevant terms of consent set out in the Challenge Terms and Conditions. For the avoidance of doubt, every Entrant and individual who submits his or her data for the purpose of participating in this Challenge shall be deemed to have given express consent for the processing, use, retention or disclosure of such Personal Data for the purposes set out above and in Sr No. 16 above.

18. By entering the Challenge, each Entrant agrees to release Organizers and its affiliates from and against any losses, damages, rights, claims and actions of any kind arising from (i) an exclusion or disqualification of such Entrant pursuant to these Rules; (ii) late, lost, misdirected, or unsuccessful efforts to notify winners of any prize; (iii) forfeiture of a prize and the selection of an alternate winner; (iv) late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries; (v) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures or difficulties of any kind; (vi) failed, incomplete, garbled or delayed computer transmissions; (vii) any condition caused by events beyond Organizer's control that may cause the Challenge to be disrupted or corrupted; and (viii) any injuries, losses or damages of any kind relating to participation in this Challenge.
19. The Organizers reserves the right to cancel, terminate, modify or (temporarily) suspend this Challenge where required by law or if there is an impediment to the performance of this contract due to a breach by any of the Organizer's contractual partners, or a delay in funding, or a force majeure event, or it becomes technically corrupted or if for any reason the Internet portion of the Challenge is not capable of running as planned, including infections by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond Organizer's control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge. The organizers further reserves the right, in its sole discretion, to disqualify anyone found to have manipulated the Challenge or its operation. In addition, the organizers at its sole discretion may disqualify any Entrant at any stage of the Challenge without being required to specify any reasons in that regard.
20. If there is any conflict in the provisions of the conditions and clauses of the challenge stipulated in any of the platforms pertaining to the challenge, published by any of the partnering agencies, the provisions of the TOC as mentioned here or the addendum and/or corrigendum of the TOC shall govern and shall be final and binding to all.
21. Any decision by the organising committee on any aspect of the challenge at any point of time during the course of the challenge is final and binding to all the participants, without any reservations.