

**The following terms and conditions outline the contest rules, participation and eligibility criteria for the LogiXtics Hackathon, 2021:**

**1. GENERAL**

By registering for the LogiXtics Hackathon, 2021

("Challenge"), participating or attempting to participate in the Challenge and/or using the Challenge site ("Site"), the applicant/participant ("Applicant" and/or "Participant") agrees to these Terms and Conditions. The term 'Participant' is defined in Clause 3 below.

Upon accepting, these terms and conditions form a binding legal agreement between the Challenge Organizers and the Participant. The organisers of this Challenge ("Organisers") retain the right to modify these Terms and Conditions at any time, and the said modification(s) shall be effective immediately. Accordingly, the Organisers suggest that the Applicant/Participant check this page periodically. A date will be posted at the bottom of the page to make the periodic review more convenient and visible to the Participant.

**2. ORGANISERS, DESCRIPTION AND DURATION OF CHALLENGE**

**2.1** NITI Aayog, a Government of India entity, with its address at NITI Bhawan, Sansad Marg Area, New Delhi- 110001, is organizing the Challenge in collaboration with National Industrial Corridor Development Corporation (NICDC), Atal Innovation Mission (AIM), a Government of India entity

**2.2** The objective of this Challenge is to select the best idea/solutions for reducing the logistics costs by leveraging ULIP platform.

**2.3** The participants are expected to be organized in different multidisciplinary teams that will develop innovative ideas to solve for the ULIP based on the challenge scope mentioned on the site. The event will take place between December 1, 2021 to May 2022

**2.4** It is clarified that there will be no consideration, monetary or otherwise, provided to any Applicant/Participant (as defined in Section 3 below) by the Organizers for participating in this Challenge.

**2.5** Organizers retain the right to determine how many submissions will be considered for a prize and the details and scope of each prize.

**3. ELIGIBILITY**

*The Challenges open to a start-up an individual(s), MSME(s) and Large Enterprise(s). Only those individual(s) can participate who have attained the age of 18 years as of 1<sup>st</sup> December 2021, and are legally capable to enter into a contract; either as an individual or as a part of a team ("Participant").*

**4. APPLICATION AND REGISTRATION**

**4.1** Participant shall follow the prescribed steps and register on the Site when it is publicly available from December 15, 2021 until January 10, 2022 at 17:00. The Organisers retain the right to revise the deadlines at their sole discretion.

**4.2** The registration would be deemed to be complete only after the Participant receives an email notification of his/her successful registration for the Challenge. The entry of incorrect

or incomplete information at the time of registration may lead to cancellation of registration and/or may prevent the Organisers from contacting the Participant. In order to avoid the aforementioned situation, any personal data or other information which the Participant provides has to be accurate and updated. The Organisers reserve the right to process such data submitted at the time of registration for analytical purposes.

## **5. REQUIREMENTS TO TAKE PART IN THE CHALLENGE**

### **5.1 GENERAL**

#### **5.1.1 The Participant declares and undertakes that:**

- (i) The ideas/ solutions submitted in the Challenge are original. Participant acknowledges that in case of multiple entries, only one entry will be eligible for shortlisting of the idea/solution.
- (ii) Participant's ideas/solutions have been developed in accordance with law, morality, good faith and public order;
- (iii) Every information provided by the Participant to the Organisers will be accurate and complete to the best of their knowledge and belief;
- (iv) Participant will deliver the completed idea/solution created during the Challenge to the Organisers in order for it to be judged.
- (v) Participant will proactively collaborate with the Organisers and will provide the information that is reasonably required for the purpose of any audit or investigation that is carried out in order to determine whether there has been a breach of the present Terms & Conditions, including access to the involved systems;
- (vi) Participant shall be individually responsible for any damages that could directly or indirectly arise as a consequence of a breach of the commitments stated in these Terms & Conditions;
- (vii) Participant will not develop/sell the idea/solution or any portion thereof in any way that individually or with third party software or data, could interfere, degrade or have a negative effect on the Organisers and/or third parties or any other person's image, products or customers;
- (viii) Participant will not develop/sell the idea/solution or any portion thereof in any way that individually or with third party software or data, could be used for unlawful purposes or include offensive or otherwise inappropriate content;
- (ix) Participant will not knowingly or unknowingly infringe third parties' rights including but not limited to industrial and intellectual property rights.
- (x) Participant does not have any conflict of interest in taking part in the Challenge.

**5.1.2** The Organisers reserve the right to disqualify, at their sole discretion, any idea/solution that does not meet the above-mentioned criteria or does not comply with the present Terms and Conditions without giving any justification to the concerned Participants.

### **5.2 PERMISSIONS AND CONDUCT**

**5.2.1** If a Participant is shortlisted, he/she/it shall ensure that he/she/it fulfills the eligibility requirements and all other terms and conditions are met;

**5.2.2** Participant agrees that all the decisions of the jury, as selected by the Organisers at their sole discretion, will be final and binding on all matters related to the Challenge.

**5.2.3** Participant shall be responsible for his/her/their own health, safety and welfare in the course of the Challenge.

## **6. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

**6.1** The Participant guarantees that he/she/it is the legitimate author or the legitimate right holder of any intellectual or industrial property included in the ideas/solutions and that, in general, is not part of any contract or has any limitations that could affect her/his/its participation in the Challenge or limit or condition the assignment of rights according to this clause.

**6.2** Participant shall be responsible for any claims that could arise regarding the authorship/ownership and originality of the idea/solutions.

**6.3** Any suspicions or complaints of infringement of intellectual and/or industrial rights will be reason for an immediate disqualification, without prejudice to the responsibilities derived from it.

**6.4** During the Challenge, Participant will have to use, as much as possible, their own work and free of rights sources. Third parties' elements, including open source software, must be clearly identified with their version as well as the applicable terms of the license with such third party, and any other details concerning their use. In those cases where the identified third party's right is not commercially available, the idea/solution work may not be qualified to win the Challenge.

## **7. LIABILITY RELEASE AND INDEMNIFICATION**

**7.1** The Organisers shall not be held liable for any direct, incidental, indirect, special or consequential damages or loss in connection with, arising out of, or relating in any way whatsoever to the Challenge, the Participant's participation in the Challenge or these Terms and Conditions, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the Organisers have been advised of the possibility of such loss or damage.

The Participant hereby releases and agrees to indemnify the Organisers and their officers, directors, employees, representatives, successors and assignees from and against any claims, losses, damages, liabilities and expenses (including attorneys' and other professionals' fees) incurred by the Organisers in connection with, arising out of or relating in any way to the Challenge and/or these Terms and Conditions, including without limitation (i) bodily injury to or death of any person, or damage to or loss of any property caused by negligent or wilful acts or omissions; (ii) failure to comply with any of the Challenge rules and terms and conditions; (iii) claim of infringement of any patent, copyright, trademark or other proprietary or intellectual property and industrial rights of any third party; (iv) misuse by the Participant of any Organisers materials; (v) violation of any applicable laws; (vi) any misrepresentation made under the Challenge rules by the Participant and conditions or otherwise to the Organisers; (vii) the receipt, use or redemption of any prize or the inability to receive, use or redeem any prize; (viii) any printing or typographical errors in any materials associated with the Challenge that may impair the ability to participate in the Challenge; (ix) technical errors that may prevent the ability to participate in the Challenge;

(x) Errors in the administration of the Challenge; or (xi) any condition caused by events beyond the Organisers' control that may cause the Challenge to be disrupted or corrupted or (xii) health emergencies in the course of this Challenge.

## **7.2. Publicity**

Participant understands and agrees that photos, videos and/or other recordings may be taken during the Challenge, and hereby grants the Organisers the royalty-free, perpetual, irrevocable, sub-licensable, transferable right to copy, use, display and publish the photos, any videotaped, photographed, and/or recorded materials in which he/she/it appears in any online, electronic and/or print format (including but not limited any social media sites or platforms) for any educational and/or promotional purposes of the Organisers and/or their Challenge affiliates, contractors, content partners and/or sponsors. Participant shall be solely responsible for his/her/it's personal effects.

It is understood that the Organisers will use such information in compliance with decorum and only for the purpose mentioned hereinabove.

## **7.3 Privacy**

By participating in the Challenge, the Participant agrees on the use of their personal data, including but not limited to the name, the gender, the address, the phone number and email address (hereinafter the "**Personal Data**"), provided during the Challenge application that could be used during the Challenge. The Participant also agrees on the communication of their Personal Data to third parties or service suppliers for, the purpose of the Challenge. In the event that the Participant provides information or Personal Data on third party websites, connected to the Challenge, such information and Personal Data could be used by such third parties in compliance with their Privacy Policy.

## **8. PENALISATION**

**8.1** In case the Participant commits a breach of these Terms and Conditions according to the Organisers' opinion, the Participant will refund all the costs incurred by the Organisers for the Participant/ Participant's team, as the case may be.

**8.2** Any attempt to damage the content or operation of the Challenge is unlawful and subject to possible legal action by the Organizers.

## **9. CONFIDENTIALITY and USAGE OF DATA**

The Participant will not use any data provided for this Challenge for any commercial endeavours or for further distribution.

The data will not be used for identifying persons, vehicles or any objects that violates the privacy of an individual.

This data will be used only for the Challenge between December 15, 2021 and April 2022 and not for any other purposes.

## **10. APPLICABLE LEGISLATION AND JURISDICTIONAL COMPETENCE**

All disputes or claims arising from the interpretation or execution of these Terms and

Conditions shall be governed by the laws of India and will be subject to the jurisdiction of the Courts and Tribunals of New Delhi, India.

**11. NOT AN OFFER OR CONTRACT OF EMPLOYMENT**

Under no circumstances shall the submission of an entry into the Challenge or anything in these Terms and Conditions, be construed as an offer or contract of employment with Organizers or any of the sponsors of the Challenge. Participant(s) acknowledge that he/she has submitted his/her entry voluntarily and not in confidence or trust. Participant(s) acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between them and the Organizers and that no such relationship is established by their submission of an entry under these Terms and Conditions.