

CONTEST TERMS AND CONDITIONS

Bennett, Coleman & Co. Limited (“BCCL”) is a company within the provisions of the Companies Act, 2013, having its Registered Office at The Times of India Building, Dr. D.N. Road, Mumbai 400 001 and its Corporate Office at 9-10, Express Building, Bahadur Shah Zafar Marg, New Delhi- 110002.

By participating in the ‘#MyCityMyArt’ (“Contest”), you accept and agree that you are of the minimum age of 18 years and accept, agree and remain abide to the following terms and conditions:-

(1) The contest shall be known as ‘#MyCityMyArt’ and shall be held only between 15th April to 30th April, 2024 (hereinafter known as “**Period of the Contest**”). (2) The Contest is organized, managed and conducted by BCCL. (3) This Contest is subject to BCCL's policies and other conditions. (4) There shall be no entry fee for the Contest and the Contest is being organised as a customer engagement initiative. (5) The Contest is open for any citizen of India. The Contest is open for the readers of 10 cities i.e. Delhi, Mumbai, Bengaluru, Ahmedabad, Pune, Chennai, Hyderabad, Kolkata, Noida and Gurgaon. BCCL reserves the right to increase/decrease the number of cities based on its sole discretion. (6) The participant should fill in the mandatory details and share the required art. The Participant will need to share the content, including without limitation and as the case may be, images, video, audio, story, slogan, posts, texts or any other material submitted or recorded in any manner by the participant for the Contest (“**Content**”). The participant successfully registering with the required details correctly and by sharing their art will be considered for selection. Winner for each of the abovementioned 10 cities will be selected at the discretion of the jury depending on the originality and relevance of the art to the Contest and win the opportunity to be covered in the newspaper. The winning art will be converted to a design on a t-shirt and may be monetized by BCCL without any further consideration to the winner. In consideration of granting such rights, the winner will get an opportunity to gift this t-shirt to a local celebrity and that picture of exchange will be printed in the newspaper along with profiling the winner and this shall constitute the sole consideration and sufficient consideration for the Winner to grant the aforesaid monetization rights and other rights as mentioned elsewhere in this T&C. The entry shall be original Content of the participant and shall be as per the applicable laws and public policy. The participant represents and warrants that the participant is the owner of the Content and/or has the right/permission/consent to submit/upload the Content. The Participant represents that the Content does not contain any sensitive personal information. The Participants shall ensure that the Content is in compliance with the applicable laws, and is not immoral, defamatory, abusive, offensive, insensitive, libellous or blasphemous to any person, religious sect or section of the society, or infringe the rights of any third-party including the right of privacy, rights in any form of intellectual property, etc. BCCL shall have right to disqualify any entry on the basis of objection of plagiarism or IPR infringement raised by any third party, failure to abide by these terms and conditions, privacy laws, bad faith or any other legitimate reason. BCCL may also ask any participant to provide proof of originality and/or proof of identification. In case of any third-party dispute due to submission of entry by any participant, the participant shall indemnify BCCL, its affiliates, its directors, its employees and any third party vendor against any such third party claim. (7) All the Content shall be subject to applicable laws, BCCL policies, platform policies and public policy. (8) By entering into the Contest, the participant agrees to grant exclusive, worldwide, perpetual and irrevocable right to BCCL and its affiliates, contractors, service providers, clients, agents and partners to use, adapt, create merchandise, modify or edit the Content and/or portray him/her as a Winner, and to exhibit/monetize this material/merchandise in any manner BCCL may deem fit, in its own discretion, in any and all media/platform now existing or hereinafter created, including, without limitation, television, film, radio, print and digital media, e-commerce platform, monetisation platform, etc., without payment of any compensation whatsoever for any purposes. (9) The participant voluntarily agrees to submit the required documents and personal information to participate in the Contest. The participant voluntarily consents and permits BCCL to use any personal information that the participant provides in accordance with applicable laws for the purposes of this Contest and for any marketing or other purposes. BCCL may also share such information(s) with its affiliates, contractors, service providers, clients, agents and partners for the purpose of this Contest.

The information may also be used by BCCL for: (i) recommending various products or services, including those of third parties; (ii) dealing with requests, enquiries and complaints and Contest related activities; (iii) marketing products and services and its analysis; (iv) abiding with laws and law enforcement/regulatory requests. (10) Mere submission of the entry does not give any warranty or guarantee of publication in BCCL feature or any voucher/prize. Only the winners will be notified and communicated for further information on the mobile number/email which was verified during registration. (11) Decision of the management of BCCL is final and no correspondence or any other claims whatsoever, in this regard will be entertained. (12) The shortlisted winners may be featured in BCCL newspaper or social media handles subject to BCCL's discretion, BCCL policies and applicable laws. The information of selection shall be delivered to the winner(s) through SMS/email registered during participation. BCCL shall not be responsible for any lapse in any communication on account of network or technology failure. Winner may have to travel, if required, to meet the celebrity, on their own travel expense. BCCL will not be making any travel/boarding & lodgings arrangements for the winner regarding the same. (13) BCCL reserves the right to change, alter or cancel this Contest in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Decision of BCCL in this regard and in general with respect to this Contest and the Terms & Conditions thereto shall be final, binding and non-contestable. (14) Nothing contained herein amounts to a commitment or representation by BCCL to conduct further or other contests. (15) Each Participant must ensure that his/her participation in the promotion is lawful in accordance with the laws of India. BCCL expressly disclaims all warranties of any kind, whether express or implied. In no event shall BCCL be liable under these terms: (a) for any loss to the participant for any error or omission or any consequential, special, indirect, exemplary, punitive, or any loss of profit, goodwill or opportunity or other damages, including, arising out of any failure or alleged failure to perform any of its obligations under these terms whether based in contract, tort (including negligence) or otherwise; (b) any defects/inadequacy, mishap, deficiency, allergy, reaction and/or untoward contingency occurring on account of a quality, manufacturing, customer service or branding issue and/or consumer interest related matters and/or prizes received/redeemed by Contest participants/winner in lieu of any coupons/vouchers and the same would have to be addressed to the respective service provider/manufacturer directly. BCCL shall not be liable to replace/exchange the prize at any stage. (16) In no event shall the aggregate liability of BCCL exceed the value of prize under the Contest or INR 500/-, whichever is lower. (17) This Contest shall be governed by and construed in accordance with the laws of India. All disputes shall be subject to the jurisdiction of the Courts at New Delhi, India only. (18) Participants' entering the Contest shall be deemed as his/her acceptance of the terms and conditions. (19) Participant shall not conceal or misrepresent any information during the scrutiny or otherwise, failing which the participant shall be disqualified for participating in the Contest. (20) BCCL reserves the right to withdraw &/or alter any of the terms & conditions of this Contest at any time without prior notice. (21) In accordance with the applicable laws, for any grievance, you may reach the grievance officer of BCCL at help.citytimes@timesgroup.com. (22) The Privacy Policy located at the Contest website shall form an integral part of these terms. (23) Interpretation of terms & conditions for any legal issue will be considered only in English.