

TERMS OF USE

These Terms of Use, along with the privacy policy located on the microsite (together referred to as "Terms of Use"), is a binding agreement between Bennett, Coleman and Co. Ltd. ("BCCL"/ "we"/ "us"/ "our"/"Company") and the user ("User"/"you"/"your") of the site www.mycitymytimes/onam ("Site") which is owned, operated and maintained by BCCL. These Terms of Use are an electronic record under Information Technology Act, 2000 and the rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes under applicable Indian laws:

1. Your access to the Site is subject to these Terms of Use, which may be modified / updated from time to time by BCCL. It would be the exclusive responsibility of the User alone to keep informed as to any changes in the Terms of Use and continued usage of the Site shall be deemed as acceptance to the modified Terms of Use.
2. You agree to be bound by the terms of these Terms of use. If the User is below 18 years of age, the User represents that he/she/they have permission from their parents/guardians to visit this Site and to be bound by these Terms of Use. By visiting this Site and accepting these Terms of Use, you represent and warrant to BCCL that you have the right, authority and consent / capacity to use the Site and agree to and abide by these Terms of Use. You also represent and warrant to BCCL that you will use the Site in a manner consistent with any and all applicable laws and regulations.
3. Certain areas of the Site may have different terms of use, which may be highlighted / posted at appropriate section. If there is a conflict between these Terms of Use and terms of use posted for a specific area of the Site, the applicable portion of the latter shall have precedence with respect to your use of that area of the Site.
4. While accessing the Site, the User may choose to share and upload their stories / photograph in the provided sections. For such uploading of details and content, the User hereby expressly agrees to provide its full name, valid mobile number, valid email id (as three necessary inputs) and photograph (if opted by the User) from their personal internet device. All personal information including the full name, mobile number, email id and photograph, as uploaded by the User, shall be subject to privacy policy of the Site available at www.mycitymytimes/onam
5. The User will have an option to choose (a) whether their stories may be shared on social media websites and other platforms by the Site, and (b) to hide their identity in the material displayed on the Site.
6. All content uploaded by the User on the Site would be the exclusive property of BCCL and copyright in the uploaded information shall vest with BCCL. User assigns all intellectual properties in his/her/their uploaded photograph to BCCL irrevocably and in perpetuity. User hereby agrees that BCCL may at its sole discretion use / produce the said uploaded contents in any manner in all forms of media, present or future, alone or together, including but not limited to with any work, articles, materials, on the Site, in newspapers, supplements, books, mobile applications, any social media platforms etc.
7. No material from the Site may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from BCCL. All rights not expressly granted herein are reserved. Unauthorised use of the materials appearing on the Site may violate copyright, trademark and other applicable laws, and could result in criminal or civil action/penalties. The User is granted a non-

- exclusive, non-transferable, personal, limited right to access the Site as-is, with no warranties on accuracy from BCCL.
8. Prohibited Activities/ Restrictions - The User shall not host, display, upload, modify, publish, transmit, update or share any information on the Site, that:
 - (a) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (b) names or defames or brings in poor light any person or organisation;
 - (c) harm minors in any way;
 - (d) infringes any trademark, copyright or other proprietary rights of any person or organisation;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads or communicates any information which is grossly offensive or menacing in nature;
 - (g) misuses the Site by knowingly introducing viruses, trojans, worms, logic bombs, time bombs, cancel bots, spyware or other material, computer programming routines, codes, files or such other programs which are malicious or technologically harmful, or limit the interests of rights of other users or limit the functionality of any computer software, hardware or telecommunications related to the Site.
 - (h) allows access to the Site through any illegal means. Including any misdirection / misinformation.
 9. BCCL may monitor User's access to the Site and if any such access or activity is considered to be in breach of these Terms of Use, BCCL at its sole discretion may disable User's access to the Site or any part thereof at any time without any notice.
 10. BCCL does not warrant that the Site will operate error-free or that the Site and its servers are free of computer viruses or other harmful mechanisms. BCCL to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the fitness for particular purpose and non-infringement. BCCL makes no warranties about the accuracy, reliability, completeness, or timeliness of the Site's content, services, software, text, graphics, and links.
 11. Under no circumstances will BCCL or its affiliates be liable in any way for any photograph/content uploaded on the Site, including but not limited to any inaccurate, false, erroneous, incomplete content, or any part there which may infringe other's rights (including intellectual property rights, reputation, privacy), or for any related loss or damage of any kind incurred as a result of the use of any content posted or uploaded on the Site. Further, under no circumstances shall BCCL be liable for any unlawful act of the User or its affiliates, relatives, employees, agents including misuse of any data, unfair trade practices, fraud, cyber squatting, hacking and other cyber crimes. In no event shall BCCL be liable for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Site, or any information provided thereon, or any claim attributable to errors, omissions or other inaccuracies in the Site.
 12. User agrees to indemnify and hold BCCL, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand or damage, including reasonable

attorney's fees, asserted by any third party due to or arising out of User's use of, or conduct, or uploading of content/photograph on the Site. BCCL reserves the right to disclose any personal information about the User and their use of the Site including its contents, without User's prior permission, if BCCL believes in good faith that such action is necessary to:

- (a) conform to legal requirements, or comply with legal process or applicable authority/court orders;
 - (b) protect and defend the rights or property of BCCL or its affiliated companies; and / or
 - (c) enforce the Terms of Use;
13. If the Site provides links to websites and access to any services from third parties, the User agrees that BCCL is not responsible for the availability / links of or to such third-party websites. The User is requested to peruse the policies posted by other websites regarding privacy and other terms before use. BCCL is not responsible for third-party content accessible through the Site, including opinions, stories, advice, statements and advertisements, and User shall bear all risks associated with such use of third-party website(s). BCCL is not responsible for any loss or damage of any sort which User may incur from dealing with any third-party. BCCL makes no warranty or representation regarding, and does not endorse, any linked third-party websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that BCCL or the Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of BCCL or any of its affiliates or subsidiaries.
14. BCCL shall not be liable for any infringement of copyright arising out of materials posted on or transmitted through the Site, or materials uploaded/advertised on the Site, by end users or any other third parties.
15. Report abuse / Grievance redressal / update: In the event you have any grievance in relation to any content uploaded on the Site, or if you wish to report any related abuse, or you wish to update your uploaded photograph/content, you may contact our Grievance Officer, at- timsonam2023@timesgroup ; or write to Grievance Officer at the following address: Team TIMS, 3rd Floor, Times of India Building, Dr. D.N. Road, Mumbai-400 001
16. For information about data protection practices, please read our privacy policy which is incorporated by reference into these Terms of Use. The Privacy policy explains how BCCL treats User's personal information, and protects your privacy, when you use the Site.
17. Miscellaneous
- (a) These Terms of Use shall be governed by the laws of India. Courts of law at Mumbai shall have exclusive jurisdiction over any disputes arising under these Terms of Use.
 - (b) These Terms of Use contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

- (c) If any portion of these Terms of Use is held invalid or unenforceable by a competent judicial authority, such portion will be construed as deleted, and the remaining portions will remain in full force and effect.
- (d) Provisions of these Terms of Use shall be applicable in perpetuity and shall govern the User's use and access to the Site.

CONTEST TERMS AND CONDITIONS

Bennett, Coleman & Co. Limited (hereinafter referred to as "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 7, Bahadur Shah Zafar Marg, New Delhi- 110002.

By participating in the Pookalam Contest (hereinafter referred to as the 'Contest'), you accept and agree that you are of the minimum age of 18 years or you are participating with the due permission of your legal guardian and accept, agree and remain abide to the following terms and conditions:-

GENERAL CRITERIA:

1. The Contest is organized, conducted and by BCCL and its affiliates.
2. The Contest is open for any citizen of India.
3. Contestant agrees and confirm to these terms and conditions.
4. The Contest shall be held between August 20, 2023 to August 24, 2023 (hereinafter known as "Period of the Contest").
5. There shall be no entry fee for the Contest and the Contest is being organised as a customer engagement initiative.
6. The Contest shall be conducted in city of Kochi and Trivandrum, India between August 20 2023 to August 24, 2023
7. This Contest is subject to BCCL's policies and other conditions.
8. BCCL reserves the right to change, alter or cancel this Contest in part or full, or change any or all 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.
9. Nothing contained herein amounts to a commitment or representation by BCCL to conduct further or other schemes.
10. Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on extenuating circumstances.

RECEIPT OF THE ENTERIES:

1. The Contestant shall share his/her/their entries on www.mycitymytimes/onam ("Website")
2. The last date for receiving completed entries is August 24, 2023.

3. The Contestant can apply for the Contest by submitting the basic information and uploading "Pookalam" photograph as stated on the Website.
4. Winners will be chosen basis originality, creativity and differential presentation ideas. The uploaded photograph/content shall be original creative content of the contestant and BCCL shall have right to disqualify any entry on the basis of objection of plagiarism or IPR infringement raised by any third party. BCCL may also ask any contestant to provide proof of originality. In case of any third-party dispute due to submission of entry by any contestant, the contestant or its legal guardian shall indemnify BCCL, its directors, its employees and any third-party vendor against any such third party claim.
5. Winner's selected photograph will be announced in any Times's publications along with one or more media platform's as it deems fit.
6. BCCL's management will not be responsible for application forms that are damaged / lost due to lack or lapse in any communication because of internet failure or any other technical issue.

DISQUALIFICATION

BCCL and Times Group employees are not eligible to participate. Employees of Leo Digital and Manja Communication are also not eligible to participate.

1. Mere submission of the entry does not give any warranty or guarantee of publication in BCCL newspaper or any other prize.
2. Winners shall not conceal or misrepresent any information during the scrutiny or otherwise, failing which the contestant shall be disqualified from participating in the Contest.

WINNER:

1. Any 2 winners (1 from each city i.e., Kochi and Trivandrum) stands a chance to go on a lunch with a local actor and an opportunity to win gold vouchers worth Rs. 19000/ each.
2. The winner of the Contest will be decided by BCCL's management and shall be considered as final and no correspondence or any other claims whatsoever, in this regard will be entertained.
3. The winner(s) shall be responsible for their own behavior, misconduct, unlawful acts, actions/inactions etc. during lunch and the winner(s) hereby hold harmless and indemnify to keep indemnified, the BCCL's management, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the winner(s).
4. BCCL's management shall not be liable in any manner for any mishap, accident, injury or damages, loss etc. of whatsoever nature, caused to the contestant during the Contest.
5. The contestant authorizes BBCL's management to use the content submitted as part of their participation, in whole or in part and use and display such content and entry, which shall include trade publications, press releases, electronic or social media posting to any website, electronic hyperlinks to the website of the contestant as it may deem fit.

6. The shortlisted winners may be featured in BCCL's newspaper subject to editorial discretion, BCCL policies and applicable laws. However, BCCL may feature/publish the photograph/content received from participants /contestants on its Website www.mycitymytimes/onam
7. Publication of winning photograph in BCCL publication is subject to the laws prevailing in the country, including regulations as may be applicable to the winner. No correspondence in this regard will be entertained under any circumstances.
8. All right, title and interest, including but not limited to the intellectual property rights, in the photograph or any such material submitted by the contestants shall vest solely and exclusively with BCCL at all times and Contestant hereby assign the same to the Management in perpetuity.
9. The Contestant hereby grants BCCL, the unlimited right display, disseminate, distribute, licensed, sublicensed, stored, archived, cached, adapted, edited or modified, as solely determined by BCCL for advertising, trade, publicity and promotional purposes in any form or media (present or future), without notification or approval, all without any payment of consideration.
10. The contestant (s) shall bear the cost of any expenses incurred for the Contest and will not hold the BCCL's management responsible whatsoever. It is up to the discretion of the management to reimburse the expenses fully/partially from case-to-case basis.
11. All disputes arising under shall be subject to the jurisdiction of the courts at Mumbai only.
12. Interpretation of rules and regulations and terms & conditions for any legal issue will be considered only in English.