

Terms and Conditions

Please read the following Terms and Conditions very carefully before participating in the Competition titled ‘EY Techathon 3.0: #EnterTheMetaverse Challenge (conducted by Ernst & Young LLP (‘EY/Us/We’)). By participating in the Competition, all Participants agree to be bound by these Terms & Conditions and represent that the Participant satisfies all of the eligibility requirements set out herein below.

The Competition shall commence from 15 September at 6 a.m. and conclude on 12 January at 12 a.m. (both dates inclusive) (“**Competition Period**”).

These terms and conditions (‘**Terms and Conditions**’/‘**T&Cs**’) govern the participation in this Competition, organized and conducted by EY. The Participant(s) agrees and confirms that the Participant has voluntarily participated in the Competition and/or has submitted their hackathon projects (‘**Project**’) subject to the unconditional acceptance to comply with and abide by the Terms and Conditions and the Participant is eligible for participation as listed herein below. Failure to accept or comply with the provisions of these Terms & Conditions will disqualify any participation in the Competition. By proceeding further, the Participant(s) are representing to EY that their participation in the Competition is in compliance with all laws applicable and you are not in any manner prohibited from participating herein by any law.

By participating in this Competition, it is deemed that the Participant(s) has read, understood, accepted and agreed to irrevocably and unconditionally abide by and be bound by all the terms and conditions of the Competition. The decision of EY for all matters relating to your participation shall be final and binding in all respects.

PRINCIPAL RULES

1. ***Eligibility for Participants:*** The following eligibility criteria shall be applicable for participation in the Competition:
 - a) The Participant(s) should be an Indian citizen, residing in India only and above 18 years of age on the date of the participation
 - b) The Participant(s) should be students currently enrolled in a degree/diploma course (part-time or full-time) from any discipline in any college based out of India
 - c) The Participant(s) can participate either in their individual capacity or as a team with team size not exceeding 4 members at a time
 - d) The Participant(s) can have maximum of two non-students in their team provided that the students form the majority of the team composition
 - e) The Participant should not have a criminal conviction or an arrangement or a contract that prevents the Participant from participating in the Competition;
 - f) The Participant should have proof of age and address proof when requested by EY and must be mandatorily submitted by the Participant to EY, as may be required by EY to confirm the eligibility of the Participant;

- g) The Participant should abide by all the applicable laws at all times, including complying with the lockdown order and other orders, instructions and guidelines issued by any government authority, judicial or quasi-judicial authority;
- h) Employees, directors, partners of EY and its affiliates are not eligible to participate in this Competition;
- i) Consultants of and/or persons hired on contract by EY or its affiliates are ineligible from participating in the Competition.
- j) In the event the Participant fulfils all the criteria above, then he/she/they may submit the Entries in accordance with these Terms and Conditions. EY reserves the right but not the obligation to verify if an individual meets all the criteria. EY reserves the sole right to disqualify and reject the Entries and registration of Participant(s) at any point of time in the event the above criteria or any part thereof is not met with or any discrepancy is found to exist in the information furnished/provided by the Participant at any point of time.

2. ***Procedure to Register:***

The Participant(s) who are desirous of entering the Competition are required to register at

- a) www.ey.com/en_in/techathon-3 (“Microsite”) indicating the personal details of the individual or of each team member.
- b) Once the Participant(s) accesses the Microsite, the Participant(s) shall be required to share the Personal Information by duly filling the personal details including but not limited to full name, age, city, college id, email ID, mobile phone number(s) and/or any other information/documentation as sought by EY, at its discretion (“**Personal Information**”) in a manner and form, as requested and /or prescribed on the Microsite.
- c) For avoidance of doubt, for the purposes of participating in the Competition set out hereinabove, registering for the Competition through a valid mobile phone number and email id via the medium of the Microsite is mandatory for all interested Participants. EY is not responsible to validate correctness of the mobile number and email id provided by the Participant(s)
- d) If at any point of time EY finds that the mobile phone number, email id or any other information provided by the Participant(s) including on the Microsite, is false and/or unauthenticated, then EY shall have the right to forthwith disqualify such Participant from further participation and his/her Project shall immediately be considered to be null and void.
- e) The interested Participant(s) shall carefully read the Terms and Conditions, complete filling details of the Personal Information and click the checkbox ‘I Accept Terms & Conditions’ in order to accept the Terms and Conditions and submission of the Personal Information.
- f) The Participant(s) agrees and undertakes that all Personal Information, provided by them at the time of registration is true, correct, and accurate.

3. ***Techathon Details:***

- a) There are three challenges identified as a part of this Techathon which the Participant(s) need to address through their submissions:

- ▶ Build a 'Digital-Twin'
 - ▶ Create a Meta-stadium or Meta-plex
 - ▶ Design a 'Digi Yoga' app
- b) EY reserves the right to add or remove any challenges from the above list based on feedback received. The Participant(s) shall be informed of any such changes
- c) The Participant(s) must develop their Project entirely during the duration of the Competition
- d) The Participant(s) would be provided relevant datasets for each challenge by EY. The Participant(s) are free to use the EY provided datasets or use any other such datasets available through open source libraries and other freely available systems / services or any other source provided that the cost for such externally sourced datasets shall be borne by the Participant(s)
- e) EY shall also specify the relevant technologies which are to be used for addressing each challenge. The Participant(s) must use such specified technology/(ies) but are free to also use any other technologies which the Participant(s) feel would be relevant in preparation of their Project
- f) The Participant(s) by submitting their Project hereby represents, covenants and declares that: (i) the Project has been originally developed by the Participant(s); (ii) the Project does not and will not constitute any infringement of copyright or any right of privacy, or rights in any other form of intellectual property, or any other personal or property right whatsoever of any person or entity, or constitute a libel or slander, or hurt the religious sentiments of people worldwide or be defamatory of any person deceased or alive or blasphemous in its content and that he/she fully owns and controls all rights and interests including all intellectual property rights in the Project, such material and all rights therein and that no other person or party has right or interest in the Project as a co-owner, partner, mortgagee, charge holder or otherwise howsoever; (iii) the Project shall not expose EY to civil and/or criminal proceedings and /or claims of any nature whatsoever; (iv) the Project is/are not subject to any lien, charge, or any other encumbrance whatsoever; (v) the Participant(s) has not/have not granted any rights in the Project to the prejudice of any rights granted to EY hereunder; (vi) the Project is/are not in contravention of any applicable laws; (vii) all necessary licenses and permissions required for the utilization of the Project for the purpose of the Competition have been secured by the Participant(s) in accordance with the existing Terms and Conditions and applicable laws without any recourse to EY. The Participant(s) further agrees and confirms that EY is entitled to reject the Project of the Participant(s) in the event that the details submitted by the Participant at the time of registration are deficient (including any anagrams or incomplete details), incorrect or untrue in any respect.
- g) Projects received before and/or after the Competition Period or the dates specified for the purpose of submission may be considered only at the sole discretion of EY. EY shall not be responsible for any Projects submitted, whether correctly or not, but not received due to any reason whatsoever. It shall be the Participant's sole responsibility to ensure that the Project is submitted correctly after following the due procedure specified by EY.

4. *Project Evaluation:*

- a) Subject to the Participant(s) having made a valid submission, all the Projects fulfilling the criteria set out herein shall be viewed and evaluated by EY and/or its representatives and/or renowned or

professional experts appointed by or on behalf of EY, at their own discretion (“**Jury**”). The decision of EY with regard to the composition of the Jury shall be final and binding on the Participant(s). The Participant(s) shall not be entitled to dispute and/or challenge the composition or the decision of the Jury at any time in connection with the evaluation procedure. It is further clarified that the composition of the Jury may vary from time to time during various stages of the Competition.

- b) The Projects shall be evaluated and shortlisted by a Screening Jury based on the following criteria:
 - Uniqueness of the idea
 - Design of the solution
 - Solution design framework and use of technology
 - End-user benefit and impact
- c) The Jury shall perform the scoring for any and all parts of the Project provided. For e.g. if only the idea is provided then Jury shall score the Project for the idea
- d) EY retains the right to disqualify Participant(s) whose Projects do not align with the problem statements, or who are not eligible as per the terms mentioned above, or for any valid reason at their sole discretion
- e) Based on the scores received from the Screening Jury, some Projects shall be shortlisted for evaluation by the Final Jury
- f) The finalists will then be required to make an in-person presentation to the Final Jury post which the winners shall be decided based on the scores provided by the Final Jury (**‘Winner’**)
- g) The Jury shall have the sole authority to judge and evaluate the Projects and their decision shall be final and binding on all Participants

5. **Winners & Prizes**

- a) The Project that receives the highest score based on Jury evaluation shall be declared as the ‘Grand Prize’ winner. Such Project shall be recognized for having delivered on all the evaluation criteria as mentioned in these T&Cs
- b) Winners shall be declared for each of the respective challenges as outlined below:
 - Grand prize (as defined above) – Rs 3 lakh
 - Runners-up winner(s) – Rs 2 lakh
- c) In case of the Winner being a team, the Prize payment shall be made per team to the first Participant as per the entry form submitted during registration.
- d) The Winner(s) shall be required to submit (including but not limited to) scanned copies of their identity proof, age proof and address proof and a copy of his/her PAN and a cancelled cheque (or details of the bank account (“**Documents**”) to EY within the defined timelines. In the event, any Winner(s) fails to submit the Documents then his/her participation shall be invalidated and his/her chance to win the Prize(s) shall be forfeited. It is clarified that EY shall be free to shortlist another Shortlisted Participant(s) in place of such forfeited Shortlisted Participant(s) and such decision shall be final and binding. In case the Winner(s) does not submit a PAN, EY shall assume that the

Winner(s) does not have a PAN and the Winner(s) shall not be able to claim TDS credit of the tax deducted on the Prize.

- e) Upon verification of Documents and confirmation of the Winner(s), the Winner(s) shall win the requisite prize in relation to the structure as mentioned above. The Prize to be awarded to the Winner shall be decided at the sole discretion of EY. It is hereby clarified that all expenses in relation to availing the benefit of the Prize below shall be borne entirely by the Winner(s) and EY shall in no manner be responsible for the same.
- f) The Winner agrees and confirms that the Prize so awarded by EY shall be the sole gratification/prize pursuant to the Winner participating and winning in the Competition and that the Winner shall not be entitled to any further gratification at any time. It is clarified that the Prize is non-transferable and may not be exchanged or redeemed in any manner or for any reason whatsoever. If the Prize is not claimed or otherwise within the stipulated timelines as mentioned under these Terms and Conditions, the Prize will be forfeited and may be awarded to an alternate Winner unless otherwise stated, at EY's sole discretion.
- g) All Prize(s) are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).
- h) EY will not entertain any requests or claims to check/audit/challenge the logic of factors relevant for determining the Shortlisted Participant(s)/Winner for the Competition. For the purpose of clarity, no alternative prize will be given to the Winner.
- i) EY shall not be responsible or liable for any change in the Prize.
- j) EY shall only be responsible in respect of withholding taxes (if any) applicable on the Prizes (which is equivalent to the expense/cost of the Prizes borne by EY), as per the laws of India. All taxes on income shall be the responsibility of and shall be borne by the respective Winners. It is clarified that EY will furnish a Withholding Tax Certificate to the respective Winner(s) for such amount deducted as per the prescribed timeliness under the applicable laws.
- k) EY is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, loss, outrage, dissatisfaction, death, mental trauma caused to the participant(s) and/or the Winner in any manner whatsoever or for any reason whatsoever in connection to the Competition and/or Prize.
- l) EY reserves the right to forfeit the Prize in the event it is found by EY that any information including but not limited to data provided by the Participant(s) and/or the Winner is wrong, fraudulent or any misrepresentation is made by the Participant(s) and/or the Winner. EY shall have the right to declare another Shortlisted Participant(s) as the Winner and transfer the Prize to that person.

6. *Intellectual Property*

- a) The Project submitted by the Participant(s) shall solely remain their intellectual property

- b) The Participant(s) warrants and represents that it owns all rights, or has all necessary licenses, to use any and all idea/s (and all constituent parts) they will be submitting under this Competition for evaluation, including without limitation all content, images, text, or other copyright material, trademarks, service marks, logos or any other intellectual property contained within the Project, and can, upon request, shall provide written confirmation of such ownership or license to EY. The Participant(s) further warrants and represents that all the ideas submitted are original and have been legally obtained and created, and do not infringe the intellectual property rights or any other legal or moral rights of any third party
- c) EY will not make any use of the idea or technology developed, without prior permission from the Participant(s)
- d) The Participant(s) can offer the solutions developed as part of their Project to the Government of India for their use should the Participant(s) desire
- e) Intellectual property rights of EY assets (such as ASpace or any other asset), as used by the Participant(s) for their Project, shall remain with EY

REPRESENTATIONS, WARRANTIES AND INDEMNITIES

The Participant(s) hereby represent, undertake and warrant as follows:

1. Participant(s) is the sole creator / author / owner of the Project and that, no rights vest in any other party in respect of the Project submitted. Nothing in law, contract or otherwise restricts the Participant(s) from submitting the Project or part thereof;
2. All rights, including all copyrights and other intellectual property rights in respect of the Project in its entirety vests with Participant(s) and is original and does not infringe and/or otherwise violate any third party rights, including any privacy rights and intellectual property rights and that the Project is in compliance with all the applicable laws, and is in no way in violation of any local or international laws, or of any other laws that may be in force in India;
3. No rights in and to the Project have previously been granted to any third party, nor has the Project been otherwise exploited in any way;
4. The details and any other information given by the Participant(s) in connection with the Project and/or submission of the Project is true and accurate and that EY is not/ shall not be responsible for verifying any such information;
5. The Project does not contain any confidential information relating to any third party/ies and/or any information relating to a third party which the Participant(s) are not lawfully authorized to disclose whether under a contractual obligation with a third party and/or under applicable laws anywhere across the world;
6. The Project or part thereof is not defamatory of any person deceased or alive, insensitive to any person or community and/or is not likely to expose EY to criminal or civil claims;
7. The Participant(s) hereby indemnify and hold harmless EY and its affiliates, EY's licensors and their affiliates, their respective directors, employees, officers, sub-licensee, assignees,

representatives and partners from and against any claim, loss, damages, liability or cost of any person, firm or corporation, including, without limitation, legal fees, arising out of any (i) breach of warranty, representation or undertaking made by the Participant(s); (ii) use of the Project by EY or its licensors and/or their affiliates after taking permission from the Participant(s); (iii) any act and/or omission by the Participant(s) which is prejudicial to the goodwill of EY (including wilful misconduct and/or negligent acts or omissions); (iv) any third party claims arising out of the submission of the Project to EY and/or possible acceptance of the Project by EY; (v) if any representation, warranty or Personal Information made by the Participant(s) turns to be untrue, false and inaccurate; and (vi) any claims by any third party for any losses, damages, costs, expenses, injuries suffered by such third party, arising out of or in relation to the Participant(s) and/or the material submitted forming part of the Project and/or the Competition and/or enjoyment of the Prize. In the event of any claim, the Participant(s) shall promptly adjust, settle, defend or otherwise dispose of such claim at his/her sole cost. If the Participant(s) are not diligently and continuously pursuing this matter, EY may take such action on behalf of the Participant(s) and/or as attorney for the Participant(s), to adjust, settle, defend or otherwise dispose of such claim, in which case the Participant(s) shall, reimburse EY for any such costs and penalties incurred thereof.

GENERAL RULES OF THE COMPETITION

1. In the event the Participant(s) is found to be in violation of any applicable laws at any point of time during the Competition, EY reserves the right to disqualify the Participant(s) immediately and his/her Project shall be considered null and void. Such disqualified Participant(s) shall not be eligible to proceed further in the Competition.
2. Participant(s) hereby provides his/her consent for collection, receipt, storage, use, transfer and retention of Personal Information, which is subject to: (i) the Privacy Policy, and (ii) the following terms and conditions:
 - a) The Participant(s) has read, understood and accepted the Privacy Policy and understand and agree that his/her Personal Information is subject to the terms of this Terms and Conditions and the Privacy Policy.
 - b) The Personal Information is being collected by EY pursuant to the Terms and Conditions, in connection with the Competition and it is necessary for EY to collect the Personal Information for the Competition and the uses set out herein.
 - c) The Personal Information will be used for the Competition, in various formats, manner and media, including television, digital, print for marketing and promotional activities, as deemed fit by EY, in respect of the Competition including on the digital platforms of EY and/or EY's social media handles
 - d) The Personal Information will be shared by EY with the Jury and the public at large, in connection with the Competition.
 - e) EY has informed the Participant(s) of his/her rights to: (i) review his/her Personal Information for deficiencies and inaccuracies, and request EY to correct or amend the Personal Information, to the extent deemed feasible by EY; and (ii) withdraw the consent provided under this Terms and Conditions. Provided that EY shall not be liable for any collection, receipt, storage, use, transfer, disclosure or deletion of Personal Information prior to such withdrawal of consent or request for correction or amendment of Personal Information. Additionally, upon any such

- withdrawal of consent or request to review and correct or amend the Personal Information, EY shall be entitled to disqualify the Project and/or participation in the Competition, as deemed fit and necessary by EY at its sole discretion.
- f) All Personal Information is true, correct and complete in all respects and in no event will EY or the Jury be liable either of the authenticity of the Personal Information or any inaccuracies or deficiencies in the Personal Information.
- g) EY has provided the Participant(s) with the option to opt out of providing his/her Personal Information, and the Participant(s) has not exercised such option.
3. The Participant(s) shall not make any claims against EY, EY's affiliates, the Microsite, EY's or EY's affiliates' directors, employees arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to their participation or non-participation in the Competition or any related activity. If the Participant is found to be ineligible, or if he/she has not complied with these Terms and Conditions and/or the Privacy Policy the corresponding Projects will be disqualified.
4. No purchase or payment of any consideration is necessary to enter the Competition. The only way to participate and win Prize(s) of the Competition is through participation as described in these Terms & Conditions. Any person claiming that he/she/they can help win the Prizes of the Competition for a consideration is defrauding the Participant(s).
5. EY shall not be responsible in the event any Project is not received or submitted due to any technical error of any nature whatsoever. EY shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the internet session charged by the telecom/mobile operator etc. Any dispute in connection to the above shall be settled between the subscribers/ Participant(s) and the telecom/mobile operator directly, without involving EY. For the avoidance of doubt, by submitting the Project the Participant(s) is representing that the Project or contents thereof are not confidential or comprise any sensitive personal information.
6. The submission of the Project will result in the use and consumption of data for which data charges as charged by Participant's internet/telecom operator may apply. It will be Participant's responsibility to understand and enquire charges as may be applicable with his/her telecom operator. Additional roaming rates may also apply. EY shall not be responsible for any such charges incurred by the Participant(s).
7. Submission of Project does not necessarily entitle the Participant(s) to win a Prize.
8. Upon completion of submission of Project, the Participant(s) shall not withdraw the Entries for any reason whatsoever.
9. The Participant(s) shall hold harmless EY, its affiliates, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/death/mental or emotional trauma suffered by the Participant(s), in any manner whatsoever in connection with the Competition and/or any aspect of the evaluation process and waives all rights to file in person/through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.

10. EY reserves all rights to make amendments to the terms and conditions stated herein, without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions on the Microsite from time to time. EY also reserves the right to discontinue and/or cancel and/or postpone the Competition without any prior intimation to the Participant(s). EY is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Competition and/or accommodate any person or persons who have been selected in the Competition.
11. EY makes no representation and/or warranties regarding the Competition or any matter in connection therewith other than those expressly given in these Terms and Conditions and hereby expressly disclaims all other warranties, expressed or implied.
12. The Participant(s) should not have been convicted under criminal laws and/or should not be disqualified under any applicable law from participating in the Competition. The Participant must be in a physically, emotionally and mentally fit condition to participate in the Competition.
13. EY also reserves the right to change the evaluation process and/or format of the Competition (in any manner whatsoever as deemed fit) stated herein and/or the requirements, without any prior intimation to the Participant(s).
14. In the event of any fault, misunderstanding or dispute concerning any part of the Competition and/or the evaluation process, the decision of EY shall be final and binding and each Participant(s) shall without limitation be bound by such decision of EY.
15. The Participant(s) shall not grant or publish any interviews, or share any information/details, news articles, or issue any other kind of publicity and/or on personal blog(s)/blogs and/or any social networking sites including but not limited to their participation in the Competition or the names and identity of the Jury or the format of the Competition or any aspect related to the Competition or any information regarding EY without EY's prior written consent in each instance. The Participant(s) shall not at any time make or issue any statements on behalf of EY without the prior written consent of EY.
16. The Participant(s) shall not do any act either directly or indirectly which may bring EY and/or the Competition into public disrepute or denigrate any of the preceding or offend any community or public morals.
17. If the operation of the Competition is prevented due to an act of war, industrial action, flood or any Act of God, or applicable law, pandemic, epidemic or any act beyond the reasonable control of EY, EY may at its sole discretion cancel all or any part of the Competition and/or participation of a Participant(s) forthwith and such decision shall be final and binding on the Participants.
18. The Participant(s) undertake to adhere to the policies of EY as informed from time to time.
19. The Participant(s) hereby agree to not attempt to gain unauthorised access to the user accounts, servers or networks connected to EY services by any means, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encourage, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of EY's services.

20. Participant(s) agree that participation in the Competition shall be at the his/her/their sole risk. To the fullest extent permitted by law, EY, including its licensors, their respective affiliates, and each of their respective officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Competition. EY makes no warranties or representations about the accuracy or completeness of the content or the content of any websites linked in relation to the Competition and assumes no liability or responsibility for any (i) any unauthorized access to or use of EY's secure servers and/or any and all personal information and/or financial information stored therein, (ii) any bugs, viruses, trojan horses, or the like which may be transmitted to or through EY's website by any third party, and/or (iii) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available *via* the Microsite / Competition section including loss of Projects, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
21. EY shall not be responsible for the Participant's safety, nor shall they be required to obtain any insurance in relation to the same for the Participant(s). The Participant(s) acknowledge and understand that the participation of the Participant(s) in the Competition is at his/her own risk.
22. Certain information relating to EY, the Microsite and/or the Competition, will be disclosed to the Participant(s) which is confidential and/or proprietary in nature, and includes data, the format of the Competition, the manner of shortlisting/elimination etc., whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information (altogether, "Confidential Information"). Confidential Information whether disclosed orally or in writing, is the property of EY and is valuable, special and unique to the business of EY. Participant(s) further understand and acknowledge that nothing herein obligates EY to maintain confidentiality in respect of the Projects submitted or any part thereof.
23. Participant(s) shall not engage in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws applicable to the parties hereto.
24. The Participant(s) acknowledges that in case any portion/clause of these Terms and Conditions is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of the consideration, and the remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision was not included herein.
25. Participant(s) acknowledges that their representations, warranties, indemnities, grant of rights in the Competition including Projects Promotional Activity, dispute mechanism and obligations and this survival clause shall survive the efflux of time and the termination of the Competition and these Terms and Conditions.
26. By submission of the Projects, the Participant(s) acknowledge and agree that any and all disputes, claims and causes of action arising out of or in connection with the Competition shall be resolved individually, without resort to any form of class action. Notwithstanding the foregoing, under no circumstances will EY, and/or EY entities, its licensors and their respective affiliates be liable for any consequential, indirect, special, punitive, or incidental damages, lost business, lost goodwill or

- lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise.
27. The Participant(s) agrees and confirms that in the event that the Participant(s) does initiate a claim, proceeding, suit, action, against EY, in connection with the Prize, and/or any technical defect in the receipt of the Project and/or informing the Winner(s), the sole and entire compensation to be awarded to the Participant(s) in the event that such suit, proceeding, claim, action, is decided against EY, shall be limited to the value of the Prize awarded to the concerned Participant.
 28. The Participant(s) hereby acknowledge that there does not now exist, nor has there ever existed, a fiduciary relationship, or a relationship in the nature of an agent and principal between the Participant(s) and EY. The Participant(s) further acknowledge that mere submission of the Project shall not result in the establishment of a fiduciary relationship, or a relationship in the nature of an agent and principal between the Participant(s) and EY.
 29. Notwithstanding the conflict of laws principle, these Terms and Conditions shall be construed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the Competition and/or Project, shall be referred to a sole arbitrator appointed by EY and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Delhi, in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participant(s) who has raised the dispute.
 30. Subject to the provision of Clause 37 of the General Rules of the Competition above, the Courts having exclusive jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Delhi, India. The Participant(s) agrees to exclusively submit to the jurisdiction of the Courts and dispute resolution mechanism as set out herein.
 31. The contents as detailed in these Terms and Conditions (*including all the revisions and additions thereto from time to time*) constitute the entire understanding and agreement between the Participant(s) and EY in this connection, and supersedes all prior understandings, if any, whether written or oral, between Participant(s) and EY, in this connection.
 32. Participant(s) hereby acknowledge that he/she/they have fully read and understood these Terms and Conditions voluntarily, without coercion or any undue influence of any kind whatsoever on the part of EY and with complete understanding of all of the terms and conditions contained herein and shall agree to the contents of these Terms and Conditions. Any queries in relation to this Competition may be submitted on the Techathon microsite - https://www.ey.com/en_in/techathon-3. EY shall endeavour to reply to the same within a reasonable time.
 33. The Privacy Policy (as defined below) shall govern all usage of any Personal Information (defined below) and/or any other information as detailed in the Privacy Policy, including but not limited to the name, age, email address, mobile phone number and/or any information gathered by EY under or pursuant to the Competition and in relation to your participation in the same (videos, photos, city, etc.). Any information gathered through these Terms and Conditions shall be subject to the Privacy Policy incorporated herein by reference. EY will have access to and collect information and data shared by the Participants including their personal information and information requested to be submitted as part of the Competition for the purposes of the Competition ("**Data**"). By

participation in the Competition, the Participant(s) hereby consent to the collection, storage, disclosure, processing, transfer of and sharing of the Personal Information (as defined below) and Data by EY, its affiliates, and designated third parties in accordance with the terms of its Privacy Policy which is accessible at https://www.ey.com/en_in/privacy-statement (“**Privacy Policy**”).