

Terms and Conditions

1. Marico Innovation Foundation (“**MIF**”) (along with its’ partners) is conducting an event titled as MIF (“**Awards**”), which Awards are intended to recognize and felicitate (if eligible) undiscovered innovations of India, which innovations have in the recent past positively impacted the lives of people, and had at the core of their innovations, great Innovation coupled with a unique insights.
2. An adult Indian citizen, group of adult Indian citizens, and/or a legal entity, including a not for profit organization, a government body or institution, corporate foundation, social organizations or any other body corporate, incorporated under the laws of India may enrol as a participant under the Awards (each a “Participant”) .
3. MIF intends to conduct the Awards in the last week of February 2020 (“**Tentative Dates**”), however the final dates will be declared on the Website. The Participants are requested to periodically visit the Website for any updates on the Awards
4. Participants are expected to fill in an application form available at www.maricoinnovationfoundation.com (“**Website**”) (“**Enrolment Form**”), to enrol themselves for the Awards. The Enrolment Form shall be made available only via the Website from 1st of July 2019 to 31st July, 2019, unless extended otherwise by MIF (which extension will be notified on the Website) (last day of enrolment being the “**Enrolment Closing Date**”). Any application once submitted shall be considered as full and final. Only online application will be accepted. Any additional amendments, comments or modifications post submission of the application form shall not be considered. The enrolment shall only be considered completed once all the mandatory fields in the enrolment form are filled. The Enrolment Form may be disabled if the expected number of entries is received and the Enrolment shall remain on first come basis.
5. The Enrolment Form can also be provided via email, (in the sole discretion of MIF) if there are any technical issues on the Website. The Participant should note that there is NO enrolment fees being charged by MIF for the Awards and MIF has not appointed any agencies to solicit participants for the Awards. The Awards will be promoted only by MIF or its authorized partners and not via any other intermediate agency.
6. Each Participant is expected to fill in and submit the Enrolment Form (complete in all material aspects) latest by 31st July, 2019 (“**Enrolment Closing Date**”). Each enrolling Participant shall be bound by these terms and conditions (“**Terms and Conditions**”).
7. Each Participant is expected to provide a brief of his or her Innovation, strategy, invention, tools or products under the Enrolment Form (“**Innovation**”). The brief should be concise and should clearly state out the manner of use and the ability of the Innovation. Any unfilled or partly filled applications may be rejected by MIF. The Innovation can be a work of an individual, a group of individuals or even a department.
8. Each application form will provide an option to the Participant to categorize their business under certain predefined categories (as will be available on the form). The Participants are expected to judicially understand the requirement of each category, before marking one. In case MIF believes that the categorization chosen by the Participant is incorrect, MIF may change it in its sole discretion.
9. MIF also retains a right to request more information on the Participant’s Innovation or business, in order to evaluate the Innovation and the information may also be shared with the Knowledge Partners or such other external experts that Marico feels would be relevant in evaluating the organisation.
10. Each Participant while submitting the Enrolment Form represents and warrants to the MIF and its partners, that
 - a. all the information provided under the Enrolment Form is true and correct in all materials aspects;
 - b. the Innovation has been created by the Participant or his/her firm and is he has/she has received the necessary consents, approvals and authorizations from its firm to present the Innovation in the Awards;
 - c. the Innovation does not and shall not breach the intellectual property rights of any third party;
 - d. the Participant or any member of its firm has not been involved or convicted under any criminal offence, breach of intellectual property or corruption charges;
 - e. it has the necessary authorizations and licenses to run the business that the Participant is involved in.
 - f. it is operating in compliance with the applicable laws.

In case of any deficiency or misrepresentations, in the Enrolment Forms MIF may cancel the enrolment in its sole discretion.

11. Only the Participant who is an authorized creator of an Innovation shall apply and fill in the Enrolment Form. The Participant's who's Innovation full fills the below criteria shall be scrutinized for eligibility for the Awards. The criteria is
 - a. The Innovation has to be beyond the prototype stage, and shall be running and functional,
 - b. The Innovation should have been implement and commercialized post the year 2009,
 - c. The Innovation should have completed proof of concept, generated sales, and exhibited results in the past ten years, commencing from the Enrolment Date, and
 - d. The Innovation must be owned and under the control of the Participant and should not have any pending claims or alleged claims of breach of intellectual property rights of any third party.
12. MIF have selected certain eminent personalities to form a jury that will evaluate each of the selected Participants. ("Jury"). The Jury will scrutinize and evaluate each entry on the basis of Uniqueness, Usability, Potential, Impact, Potential to further Scale Up and Practicality of the Innovation, and such other parameter as the Jury in its sole discretion may deem fit.
13. Each Enrolment Form shall be scrutinized by MIF along with its Knowledge Partners. The Knowledge Partners also include Boston Consulting Group India Pvt. Ltd. (along with their contractors and may include other third parties). MIF shall make reasonable endeavours to protect the confidentiality of the Enrolment Form. Each application shall be scrutinized by the members of Boston Consulting Group (along with their contractors), the Jury, the MIF team, and the partners of MIF, hence each Participant hereby expressly waives its right to claim any breach of any intellectual property or breach of confidentiality or make any claims against MIF or its partners.
14. Participant shall be notified of their selection and shall be awarded an opportunity to be present at the Venue and showcase their Innovation in front of the Jury. The person named on the Enrolment Form shall be deemed as the point of contact for the Participant, by MIF. Any change in the details of the contact person of the Participant should be promptly notified to MIF in writing at mif@marico.com. Failure to do so shall lead to the entry to being disqualified. The Participant also agree that MIF shall have a right to communicate with the Participants via messages, emails or other forms on their respective contact numbers and email ids. The Participant specifically waive the "do not disturb" condition for MIF and its partners.
15. The Innovation shall have to be presented to the Jury in the time frames allotted to such Participant. The Participants are expected to be precise and brief while showcasing their Innovation. Any delay by a Participant may lead to disqualification. MIF shall not entertain any rescheduling requests by any Participants.
16. The Jury may after consideration of an Innovation, provide certain good faith suggestions or amendments to the Innovation. Each such suggestion is only advisory and non-binding. The Participants are expected to use their own commercial judgement and business acumen if applying any such suggestions. MIF and the Jury shall not be liable for any damages, injury, claims or losses arising out of any opinions or advisory.
17. The participation to the Awards is optional and any submissions or selections by MIF does not in any way create any right or a guarantee a certificate, awards or recognition in any manner whatsoever.
18. The Jury may in its sole discretion, designate a Participant as a winner under the Awards depending upon the Innovation, its viability and the assessment by the Jury. The Awards will be provided on event. The Jury retains the sole right to provide or not to provide any Awards.
19. The individuals or institutions acting as "Mentors" may, in their sole discretion, choose to provide the winning Participants with
 - a. Certain periodic guidance sessions for up to one year, and/or
 - b. Certain grants for developing the Innovation and/or
 - c. Extend business opportunities for the innovation

Nothing contained herein shall be considered to be a promise for grant by the Mentors.

20. A meeting and presentation session for the selected Participants “Winners” with the Jury and/ or audience shall be conducted at a venue preferably in Mumbai. [“Venue”], in February or March 2020(tentatively). Only selected Participants shall be called to the Venue. The Participants are requested to keep themselves updated with the Website in order to receive the exact details of the Venue.
21. The selected Participants should ensure that a representative from their team should attend the Awards and be present at the Venue. The Participants’ travel and stay will be borne by MIF. Lunch /Tea/ Snacks may be served at the Venue. The Participants which are not selected shall not be allowed in the Awards. No late entries shall be allowed at the Venue.
22. Participants are expected to conduct themselves in a professional manner and shall at all times follow the rules and policies of the Venue and the Awards. Any misbehaviour or deviations to the rules shall not be entertained and MIF may, if deemed necessary take corrective measures to ensure decorum. MIF retains the right to dismiss the Participant.
23. The Participant agrees and acknowledges that MIF or any member of the Jury does not require the confidential information or trade secrets of a third party. The Participant shall ensure that while demonstrating its Innovation, it shall not present the information or intellectual property rights, including the trade secrets of a third party.
24. The decision of the Jury shall be construed as final. No objections or complaints to the judgment of the Jury shall be entertained. The Participants expressly waive their right to contest any decisions of the Jury. MIF or the Jury or the Participants shall not engage or correspond with any Participant should there be any disputes or clarifications required by any Participants.
25. Nothing herein shall be construed as an investment or a promise for investment, consultancy or other benefits or creating any relation between the Participants and MIF or the Jury.
26. Only online applications shall be accepted for the Awards. Any applications sent by post or otherwise to the office address of MIF should be considered rejected. MIF retains a right to cancel any enrolment at any time.
27. The Participant agrees and represents that while providing the Enrolment Form, the Participant has ensured truthfulness and has in no manner provided any false contact details or information, impersonating a third party.
28. The Participant agrees and acknowledges that MIF retains a right to receive any grants, sponsorship or other donations from various corporates or other entities. The names and details of such entities may be used in any and all media coverage and communications in relation to the Awards.
29. MIF reserves the right to change any process, partner, Jury member etc, at its discretion and without any prior notice or providing any reason for the same.
30. MIF reserves the right to disqualify any Participant without assigning any reason to the Participant if the Participant in the reasonable belief of MIF is not fit for the Awards, or is found involved in acts which are in violation of the rules or principles of the Awards or if MIF have already received desired number of applications, or if the Participant appears to be legally or otherwise problematic e.g. the Innovation is expected to be infringing the copyright or other intellectual property or privacy rights of others, or the Participants are using defamatory language or depictions etc. The rejection may also happen at any time during the process or even post Awards. In the event of rejection post Awards, the Participant shall return the awards to MIF. MIF retains a right to make any media publications during or post the Awards citing any Participants and their business. The Participant expressly waives their right to make any claims or any nature against such publications.
31. Before or following the participation and/ or selection in the Awards, the Participants shall not in any manner publicize or make any reference to the Participants enrolment, selections or benefits (if any) received under the Awards or use the name of MIF or the Awards for publicity of the Participant or his/her organization. If the Participant intends to make any publication or statements, such publication shall be made only after review and the receipt of a written consent from MIF. MIF retains a right to deny or review any statement or publications.
32. The Participant understands, agrees and consents to MIF that MIF may
 - a. Delay, reschedule or cancel the Awards;
 - b. Disqualify at any time during or post the Awards, any participant for any reason whatsoever

- c. store and use any the personally identifiable information and the data provided by the Participant under the form; and use the same for communicating or sending periodic updates to the Participants of various Awards or initiatives of MIF;
 - d. create a video, take photo or audio, or in any manner do the media coverage of the event and use the same coverage in perpetuity in any manner whatsoever and at any forum, including TV, radio, micro- blogging (you tube, twitter, facebook etc);
 - e. retain the copyright any all other intellectual property rights in the media coverage, the Awards and all content created under the Awards; and
 - f. Use, transfer, or assign any images, videos or audios, or other media coverages created for the purpose of marketing or advertising in relation to MIF or its affiliates Awards, (examples, include use in articles in newspapers / magazines / websites / social media posts / blogs / the showcase section of our website; printed materials at the Awards ceremonies; prints at exhibitions; projected and on-screen visuals at our ceremonies; videos and photos displaying winners; case studies, books and presentations and like).
33. MIF shall in no event shall be responsible or liable for:
- a. any damage, loss, injury or disappointment suffered by the Participant
 - b. any indirect damages, loss or opportunity, loss of profit or any loss or damage that is not reasonably foreseeable or occurs under the Awards;
 - c. any injury or damage to an entrant's or any other person's computer systems relating to their participation in the Awards; or
 - d. receipt or application of any advise receives under the Awards.
34. The Participant hereby agrees to indemnify, defend and hold harmless, MIF, the Jury and each or the knowledge partners, sponsors, employees, agents or other representatives of MIF against any loss, claim, demands, costs, damages, judgments, expenses or liability arising out of or in connection with any or all claims whether or not groundless, that may be brought against the MIF, the Jury or the partners and all persons mentioned above by any third party in connection with the Awards. The Participants agrees to defend at its own cost or up front pay MIF the cost of such defence, on request of MIF.
35. MIF's total liability under these Awards arising or attributable to the Participant or any third party claims, including indemnity obligations shall not be more than five thousand Indian rupees.
36. The benefits provided under these Awards are personal to the Participants and should not be assigned to any third party.
37. The Participants acknowledge that as a part of the Awards, the Participant may receive certain proprietary or confidential information of MIF, the Jury, the knowledge Partners or other Participant. The Participant agrees to keep such information confidential during the Awards and thereafter and not to use such Information for any commercial benefit or in a manner detrimental to other participants, MIF, the Jury, the knowledge partners or MIF.
38. Any term or condition mentioned herein, including but not restricted to the timelines, may be cancelled, modified, extended or withdrawn by MIF in its sole and absolute discretion and without assigning any reason.
39. These terms and conditions shall always be read, interpreted, or applied in accordance with the laws of India. Any disputes arising from the Terms and Conditions for participation shall be subject to the exclusive jurisdiction in the courts of Mumbai.
40. Nothing herein shall be construed as a waiver by MIF or any of its rights available under the applicable law, contract or equity.
41. The Participant acknowledges and agrees that he/she have received independent legal advise and have read through and understands each of the above mentioned terms and conditions. By signing or agreeing below, the Participant provides its irrevocable consent and agreement to be legally bound by these terms and conditions and all rules, regulations and principals of the Awards.
42. The signature below, an acceptance given on an email or website shall also be considered as consent of the Participant to be part of the Awards and be legally bound by these terms.