

Terms and Conditions

1. MIF (along with its' knowledge partners) is conducting a program titled as Marico Innovation Foundation – #Innovate2Cultivate (“Program”) which is intended towards promoting innovative Solutions, solutions and practices which in turn can solve or help in reducing the issues faced by the Indian agricultural sector. Under the current Program, MIF shall circulate a list of challenges (“Topics”) that MIF believes, are faced by the agricultural sector and coconut farmers in India.
2. An adult Indian citizen, group of adult Indian citizens, and/or a legal entity incorporated under the laws of India may enrol as a Participant under the Program.
3. Participants are expected to fill in an application form available at <https://www.f6s.com/mifinnovate2cultivate/apply> OR <https://www.maricoinnovationfoundation.org/project/> (“Enrolment Form”), to enrol themselves under the Program. The Enrolment Form shall be made available on the website from 1st August 2018 till the Enrolment Closing Date (as set forth below). Any application once submitted shall be considered as full and final. Any additional amendments, comments or modifications post submission of the application form shall not be considered.
4. Each Participant shall be expected to provide a brief of his or her Solution, strategy, invention, tools or products under the Enrolment Form, (“Solutions”), which can support the Topics. The brief should be concise and should clearly state out the manner of use and the ability of the Solution. Any unfilled or partly filled applications may be rejected by MIF.
5. MIF has on boarded certain eminent personalities to form an Expert panel that will evaluate each of the selected Participants. (“Panel” details enclosed as Annexure A).
6. Each Participant is expected to fill in and submit the Enrolment Form (complete in all material aspects) latest by 31st August 2018 (“Enrolment Closing Date”). Please visit the www.maricoinnovationfoundation.org website to receive the updates on the Program. Each enrolling Participant shall be bound by these terms and conditions (“Terms and Conditions”). The Participants are expected to fill up the form online before the Enrolment Closing Date.
7. Each Enrolment Form shall be scrutinized by the Knowledge Partners. Certain Participant shall be notified of their selection and shall be awarded an opportunity to present their solutions before the Panel. 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 or via email at mif@marico.com. Failure to do so shall not bear any obligation on MIF or its partners.
8. The selected Participants shall also be communicated with the parameters or the matrix on which the Panel shall evaluate a Solution. The Solution shall have to be presented to the Panel if needed, in the time frames allotted to such Participant. The Participants are expected to be precise and brief while showcasing their Solution. Any delay by a Participant may lead to disqualification. MIF may not entertain any rescheduling requests by Participants.
9. The Panel may after consideration of a Solution, provide certain good faith suggestions or amendments to the Solution. 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 Panel shall not be liable for any damages, injury, claims or losses arising out of any opinions or advisory.
10. The Panel may in its sole discretion, designate certain Participants as a winner under the Program depending upon the Solution, its viability and the assessment by the Panel. Such winning Participant may be awarded program rewards. MIF may also, in its sole discretion, provide certain prize to the winning Participant.
11. The Panel may, in its 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 Solution

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

12. There shall be no fees for enrolment under the Program.

13. A meeting and presentation session for the selected Participants with the Panel shall be conducted at a designated venue. Only selected Participants shall be called to the Venue.
14. The Participants should arrange for their own travel and stay (at their own cost and expense). Lunch /Tea/ Snacks may be served at the Venue. The Participants which are not selected might not be allowed in the Program. No late entries shall be allowed at the Venue.
15. 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 Program. 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.
16. The Participant agrees and acknowledges that MIF or any member of the Panel does not require the confidential information or trade secrets of a third party. The Participant shall ensure that while demonstrating its Solutions, it shall not present the information or intellectual property rights, including the trade secrets of a third party.
17. The decision of the Panel shall be construed as final. No objections or complaints to the judgment of the Panel shall be entertained. The Participants expressly waive their right to contest any decisions of the Panel.
18. 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 Panel.
19. Only online applications shall be accepted for the Program. 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.
20. 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.
21. 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 material aspects;
 - b. the Solution 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 Solution in the Program;
 - c. the Solution 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; and
 - e. it has the necessary authorizations and licenses to run the business that the Participant is involved in.
22. 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 Program.
23. MIF reserves the right to change any process, partner, Panel member etc, at its discretion and without any prior notice or providing any reason for the same.
24. 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 Program, or is found involved in acts which are in violation of the rules or principles of the Program or if MIF have already received desired number of applications, or if the Participant appears to be legally or otherwise problematic e.g. the Solution 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.
25. Before or following the participation and/ or selection in the Program, the Participants shall not in any manner publicize or make any reference to the Participants enrolment, selections or benefits (if any) received under the Program or use the name of MIF or the program 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.

26. The Participant understands, agrees and consents to MIF that MIF may
 - a. store and use any the personal 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 programs or initiatives of MIF;
 - b. 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);
 - c. retain the copyright any all other intellectual property rights in the media coverage, the Program and all content created under the program; and
 - d. 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 programs, (examples, include use in articles in newspapers / magazines / websites / social media posts / blogs / the showcase section of our website; printed materials at the program ceremonies; prints at exhibitions; projected and on-screen visuals at our ceremonies; videos and photos displaying winners; case studies, books and presentations and like).
27. 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 Program;
 - c. any injury damage to an entrant's or any other person's computer systems relating to their participation in the Program; or
 - d. receipt or application of any advise receives under the Program.
28. The Participant hereby agrees to indemnify, defend and hold harmless, MIF, the Panel 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 and all persons mentioned above by any third party in connection with the Program.
29. MIF's total liability under this Program arising or attributable to the Participant or any third party claims, including indemnity obligations shall not be more than five thousand Indian rupees.
30. The benefits provided under this Program are personal to the Participants and should not be assigned to any third party.
31. The Participants acknowledge that as a part of the Program, the Participant may receive certain proprietary or confidential information of MIF, the Panel , the Knowledge Partners or other Participant. The Participant agrees to keep such information confidential during the Program and thereafter and not to use such Information for any commercial benefit or in a manner detrimental to other participants, MIF, the Panel, the knowledge partners or MIF.
32. 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.
33. 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.
34. Nothing herein shall be construed as a waiver by MIF or any of its rights available under the applicable law, contract or equity.
35. 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 Program.

36. 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 Program and be legally bound by these terms.

AGREED AND ACCPTED BY
