#### A. CONTEST DESCRIPTION:

"Scholar Sharks Quiz" (hereinafter referred to as "Contest", "Quiz Contest") is organized and conducted by Scholar Sharks LLP) ("Contest management") and you ("you/your/user/viewer/participant/ contestant/ finalist/winner/ standby contestant"), a user of the Website). The Contest will be primarily hosted on an "Internet Platform" developed for the Contest ("Website") based on the Terms and Conditions stated hereunder ("Rules" or "Rules and Regulations" or "T&C"). Contest management reserves the right to modify these Rules without any prior notice. You are advised to regularly view and access these Rules. If you do not agree with any of the Rules and any amendments thereto, you must not use this Website or participate in the Contest. Contest management shall mean and include its affiliates, group companies, its employees, officers, and directors.

As a part of the Contest, the Contest management is organizing a quarterly quiz contest which will be hosted and played on the Website. Topics shall be based on the poll received from the audience over social media engagements ("Quarterly Quiz Contest").

## **B. DEFINITIONS:**

Contest/ Quiz Contest	<ul> <li>a. Quarterly Quiz Contest ("Quarterly Quiz Contest")</li> <li>b. Finance quiz ("Contest")</li> </ul>				
Company	Company and/or its affiliates, the organizers of the Contest.				
Contest Management	Scholar Sharks LLP are responsible for organizing the Contest with various stake holders differing from quiz to quiz.				
Website/ Web Page	www.Scholarsharks.in				
Contest Period	The Contest is valid from:				
	A. National Finance Quiz				
	- 30 <sup>th</sup> October, 2023				
	- 30 questions				
	- 15 seconds to answer each question				
Language	Scholar Sharks Quiz will be accessible to the participants in the following languages:				
	<ol> <li>English</li> <li>Hindi</li> </ol>				
User	Any individual who completes the registration				
	process (as described herein below) on the				
	Website / Web Page are eligible to participate in				
	Contest as per the Rules defined below.				
Leaderboard	The top 5,000 winners will be announced on the website on 1st November 2023				

Winner	Winners will get exclusive prizes			
Number of participants	Limited participants can participate in the			
	Finance Quiz across India on first cum-first basis			
Dynamic Prizes	1 <sup>st</sup> Prize car upto 10 Lac			
	2 <sup>nd</sup> to 21 <sup>st</sup> win an phone worth 50 Thousand			
	22 <sup>nd</sup> to 3022 <sup>nd</sup> win 1000 INR as cash prize each			
Quarterly Quiz	Quizzes would take place on quarterly basis. 1			
	Lac Participants get free entry to next quiz.			
	Quizes would be based on social topics such as			
	Finance, History of India, World Atlas, Sports			
	etc			
Terms and	Rules governing the Contest, stated herein in			
Conditions/Rules/Regulations	entirety, as may be amended from time to time			

- By participating in the Contest, participant agrees to abide by and be bound by these Rules.
- The prizes/rewards may be changed / modified / split / merged / increased / decreased or cancelled by the Contest management based on the number and quality of entries received.
- In the event that no participants are found to be worthy of inclusion by the Contest management, the reward may be cancelled. The decision of the Contest management in this regard will be final and non-contestable. The Contest management will not entertain any queries in this regard.

# A.PROCEDURE TO PARTICIPATE IN THE SCHOLAR SHARKS QUIZ CONTEST

#### 1. Participation Process

- 1. Who can participate?
  - I. has to be a resident of India at the time of taking the Contest.
  - has a mobile number registered in India during the Contest period.
  - III. should be above 18yrs of age as on October 10, 2023. For the participants below 18 years of age; a consent letter will be required from the parents/legal guardian. This will be required to be submitted in case they are declared as a winner of the Scholar Sharks contest. For the use of the Website, the parents or legal guardians confirm that the participant's registration or use of website is following any and all applicable laws and regulations.
  - IV. is of sound mind and health.
  - V. does not have any criminal conviction.
  - VI. does not have any disability by way of any existing arrangement or contractual

obligation which prevents the person from participating in the Contest or performing in any event organized by the Contest management.

- VII. enters the Contest in accordance with the Rules as stated in this document.
- 2. The Quarterly contest will be accessible on the web & mobile browsers and no additional software installation is required. Please note, that the participation for the Contest is 100 INR further subject to discounting and data charges may apply. For further details, please contact your service provider. The data charges will be borne by the user itself and the same cannot be claimed from Contest management.
- 3. Employees of the Contest management, of the process advisors and process evaluators, of the agents, of the process partners and any other person associated with the Contest or Contest management who have been appointed from time to time, and members of their immediate family; persons other than Indian Nationals, or Indian Nationals living outside India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those users previously suspended or removed from the Website are ineligible to enter the Contest ("Ineligible Person").

## 2. Registration Process

- a. Users are required to register themselves for the Contest using their correct name and date of birth (as mentioned in any of the Government ID such as Ration Card, Voter ID card, Aadhaar Card, PAN card, Passport etc.). The Contest management has the right to disqualify any user if there is a mismatch in name and date of birth appearing between Website and Government ID.
- b. Existing participants from the previous Championship quizzes can use their championship login credentials to access the Quarterly contest, if they fulfil the criteria mentioned above.
- c. A user can sign up or register only once.
- d. Users are advised to use their valid email addresses and mobile numbers to avoid disqualification. The Contest management may ask for a certificate demonstrating the mobile

- no. registered in the user's name or in the name of the parents (in case of minor).
- e. The mobile number from which the registration is received will be used to identify as a unique identification number. The participants are urged to use numbers where they would be clearly identified as the participant of the Contest.
- f. Users are also advised to enter their current location or the location from where they intend to participate in the Contest.
- g. Users can not create multiple accounts using fictitious email addresses or phone numbers or use credentials that do not belong to them. If any user participates using fictitious credentials (email id / phone no.) then Contest management has right to disqualify them without assigning any reason or communicating them for such disqualification. If the name, surname, year of birth, location and IP address are same for multiple user, then the Contest management has the right to disqualify such users at their discretion.
- h. Users need to register using their active personal phone number and email address.
- Users will have to verify their mobile phone number if they wish to participate in any contest.
- j. Contest management has the right to disqualify any user (without intimating the user) if it finds that a user has created multiple accounts with identical names, incomplete names, pseudonyms, nicknames & names that do not match their Government ID, similar data of birth, location or IP address etc. Contest management has the right to disqualify users if they do not fulfil the registration or fair play criteria without warning or intimation.

# 3. Phases of the Contest (Registration, practice, Finale)

- a. Participants can practice the quizzes once they have completed the registration process.
- b. The Scholar Sharks Quizzes will take place on 30<sup>th</sup> October 2023 at 8pm and will be live for the next 1 hour.
- c. The above-mentioned schedule could be added to, modified or cancelled based on technical requirements and in case the Contest is for any

reason rescheduled, extended, cancelled or terminated early the decision for it will be in sole discretion of the Contest management.

- d. The questions on the Contest are built around developmental areas such as:
  - I. Personal Finance;
  - II. Indian Economic structure;
  - III. Current Financial landscape;
  - IV. Types of investments available in India;
  - V. Mediums to become financially independent.
- e. Each question will take 15 seconds for the first 20 questions and 30 seconds for the last 10 questions.
- f. Maximum Scores
  - I. Level 1 Questions 1 to 10 10 points;
  - II. Level 2 Question 11-20 10 points;
  - III. Level 3 Question 21-30 30 points;
  - IV. Total Points- 50 Points.

# g. Level 1:

- I. This level will have 10 questions
- II. 5 true or false questions.
- III. 5 multiple choice questions.
- IV. Users have a maximum of 150 Seconds to complete level 1.

# h. Level 2:

- I. This level will have 10 questions.
- II. Level 2 is unlocked for users automatically, after attempting level 1.
- III. 5 Identify the image questions
- IV. 5 ranking in sequence questions.
- V. Users have a maximum of 150 Seconds to complete level 2.

#### i. Level 3:

- I. This level will have 10 questions for 3 points each question.
- II. All questions will be based on Multiple choice.

- III. Users have a maximum of 300 seconds to answer these questions.
- IV. For Level 3 questions each participant gets points as follows:
  - If a question is answered within 15 seconds the participant receives 3 points and if exceeds the time of 15 seconds then receives 2 points;

# 4. Quarterly Winner Selection

- a. There will be 5000 winners every quarter.
- b. 1 lac Participants in the current quiz (Finance quiz) will be selected as a winner and will be given free entry to 3nd quiz based on the following criteria.
  - Least time taken to complete the quiz and maximum correctly answered questions;
  - II. Played the finance quiz;
  - III. Answered maximum questions correctly in Level 1&2:
- c. The winner determination will be on the basis of the total points earned by the participant while playing the quiz.
- d. Participants are eligible to win the quarterly free participation prize only once during an annual cycle of the Scholar Sharks Quiz
- e. Participants can continue to participate in the Scholar Sharks Quiz to improve their standing on the All quiz Leaderboard.
- f. Participants are eligible to win the grand prize multiple times in an annual cycle
- g. The winner will be required to provide certain documents pertaining to their proof of identity and residence.
- h. The gratification will be released by the Contest management post verification of the required documents by independent auditors.
- i. In case the documents are not provided in the stipulated time period the gratification will be forfeited.
- j. The winners shall receive an email from Contest management containing details of the prize.

- k. The Contest management shall have the sole discretion to decide whether or not to declare the winners or the manner in which the winners are announced and the winners hereby undertake not to question or to make any claims against the manner in which the names of the winners are declared by the Contest management.
- I. Where more than one eligible participant scores the same highest number of points in a quiz, the winner(s) will be determined with the help of randomizer software developed specifically for the purpose of selection of the winner(s). The randomizer will use an appropriate method of selecting winners to break the tie, at the discretion of Contest management. In the event of a software failure, or for any other reason, the contest may adopt any other methodology or criteria at its sole discretion to select from amongst the eligible participants, depending upon requirement and availability of time.

#### 5. Grand Prize

- a. There will be one grand prize winner.
- b. The grand prize winner will be decided every Quarter.
- c. The participant with the highest accumulated score in a quiz stands to win the grand prize.
- d. The grand prize winner stands a chance to win a 10 Lac INR worth of car as 1st Prize.
- e. The Contest management shall have the sole discretion to decide whether or not to declare the grand prize winner or the manner in which the winner are announced and the winners hereby undertake not to question or to make any claims against the manner in which the name of the winners are declared by the Contest management.
- f. Where more than one eligible participant scores the same highest number of points will be determined with the help of randomizer software developed specifically for the purpose of selection of the winner(s). The randomizer will use an appropriate method of selecting winners to break the tie, at the discretion of Contest management. In the event of a software failure, or for any other reason, the contest may adopt any other methodology or criteria at its sole discretion to select from amongst the eligible

participants, depending upon requirement and availability of time.

#### 6. Winner declaration and Prize handover

- a. All participants will receive an electronic certificate (e-certificate) which confirms their participation in the Contest.
- b. The Contest management reserves the right, at its discretion, to institute one or more prizes for the participants and the terms and conditions attendant associated thereto, including whether such Quarterly or grand or any combination thereof.
- c. The Contest management reserves the right to offer or withdraw any of the prizes as provided herein, at any point of time, including after they have been announced.
- d. Contest management shall have the liberty, but not the obligation, to publish information with respect to the top points scored by the participate in the Scholar Sharks Quiz conducted from time to time. The Leaderboard is indicative only and may not be up to date across all participants and the Leaderboard data cannot be used as evidence in any manner. Due to high participation volume, server load, software malfunction, etc., point calculation may not be immediately correct. In the event point calculations are incorrect, Contest management will correct the same. This could result in changes to participate points. The Contest management will have no obligation to intimate any participant in the event scores are corrected.
- e. Contest management may, in its sole discretion, exclude a participate from participating in any part of the quiz which may include without limitation (i) circumstances which, in Contest management's view, renders the participant unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the participant; (iii) any other reason that, at the discretion, would adversely impact Contest management and/or the Contest. At no point of time will Contest management be obliged to notify unsuccessful participants of its decision.
- f. Contest management will use the number used to register for the Contest by the participant, to

identify the winner of the prizes won, if any. Inability on the part of the participant to accordingly show or provide the required identification proof could entitle Contest management to disqualify the participant from any winnings, if any.

- g. Contest management shall make all reasonable endeavors to (i) enable participant(s) to proceed with participation in the quiz (ii) to contact all winner(s) at each relevant juncture of the Scholar Sharks Quiz, Contest management can make no guarantee thereof and Contest management shall in its sole discretion be entitled to proceed with the next entitled participants who are eligible to be winners under the Rules, in case it is unable to successfully contact and communicate with participants(s)/ winner(s) in terms hereof.
- h. Contest management will have no liability to a participant who is unable to take part in the Contest, for whatever reason and Contest management shall be entitled to disqualify the participant(s) from the Quarterly contest, at any time, at the discretion of Contest management.
- i. Contest management further reserves the right to replace, at its discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Quarterly contest, with another participant who has scored the same number of points and is otherwise eligible to be a winner, notwithstanding that such participant may have been previously eliminated from the Quarterly contest and each participant shall agree to collect the prize as and when required by Contest management to do so.
- j. If at any point, it is determined by Contest management that any person has tampered with the Website, or any data / servers / database / etc. related to the Quarterly contest, Contest management reserves the right at its discretion to revoke or cancel points or winnings of any such participants and / or initiate litigation as deemed fit and necessary by Contest management.
- k. Contest management will reach out to the grand prize winner within 30 days from winner declaration to obtain details and documentation, if any, to initiate the registration process for the prize, if applicable. Contest management will

determine delivery of the Prize in consultation with the other partners of the platform and based on what is made available. Neither Contest management nor the partners will be responsible should the winners refuse to accept the prize as made available.

- I. Winners who have won the prize will receive a call-back from Contest management's call center representative within 5 working days from the announcement of the Leaderboard for which such prizes are declared. Such winners will be contacted on the mobile number provided by them at the time of registration on the Website. Contest management will make a maximum of 3 attempts to get in touch with such winner. Failure to contact the winner may result in forfeiture of the prize for such participant and Contest management may award the same to subsequent eligible participant with highest score.
- m. Winners who have won the prizes will receive a communication regarding the prizes via email on the registered email id, from the Contest management, or on the Website. The details will be intimated by Contest management to each such winner on the email id provided by them at the time of registration on Website, on a best effort basis. Any prizes not collected / claimed within 30 days will be forfeited and the winners will be disqualified.
- n. The winners, in order to claim/ redeem prizes will be required to send attested copies of a valid photo ID proof issued by the Government with address (passport, Aadhaar card, etc.), PAN card and any other documents that will be required within the stipulated time.
- o. The winner agrees that the delivery of the prize may be delayed as a result of a delay in submission of documents and/ or any force majeure events which are not within the control of Contest management, including but not limited to the orders/notifications/restrictions/prohibitions by the Government of India and the respective States/Union Territories, aimed at containment of the spread of COVID-19.
- p. The winners / grand prize winner hereby agrees that he/ she shall not hold Contest management responsible for any delays and/ or disputes

- and/or claims arising out of the prize and shall indemnify Contest management against any and all such claims.
- q. The winners hereby agree that any in case of any disputes/ claims arising out of the prize, the same shall be addressed directly to the Contest management.
- r. Contest management may refuse to pay the prize to the winners in the event of any fraud, dishonesty or non-entitlement on the part of any of such Winner(s) to participate in the Quarterly contest, under the Rules.

# B.PROCEDURE TO PARTICIPATE IN THE SCHOLAR SHARKS QUIZ CONTEST:

# 1. Registration

- 1. Participants willing to participate in the Finance Quiz Contest 2023 will have to take the Online Quiz which is accessible on <a href="https://www.scholarsharks.in">www.scholarsharks.in</a>. The Digital Quiz will be accessible on the web & mobile browser and no additional software installation is required. Please note, that the participation for the Contest is 100 INR further discounted on the medium of registration. Further, data charges may apply. For further details, please contact your service provider. The data charges will be borne by the user itself and the same cannot be claimed from Contest management.
- 2. The general eligibility rules for the Finance quiz apply as per the participation and registration criteria of the Quarterly contest.
- 3. For the Digital Quiz the Following is the difficulty level of the quiz

Type of Question	No. of questions	Maximum points per question
Easy	15	1
Moderate	10	2-3
Hard	5	3

# 2. Community Program

a. For the purpose of activation and engagement, The Contest management will host various Community quizzes in colleges, and institutions and quizzing events leading up to the launch and post launch of the Finance quiz and quarterly contests.

- b. Anybody from the colleges, institutions, etc. can participate in the Contest.
- c. A promotional code will be provided by Contest management to all the participants specific to a particular social media registration to avail discounts on the cost of participation. This code needs to be entered upon registration.
- d. Special Links shall be generated for participants to refer to the quiz in their circle and successful participation shall be rewarded with instant cash benefits of up to 10-/ INR per successful participation.
- e. On the basis of their performance, the scores will be reflected in the Quarterly contest Leaderboard
- f. The community participant can also check their scores/rankings like everyone else on their 'My Accounts' page.
- g. Colleges, Universities, Institutions, Clubs, Corporations and special interest groups can request for communities to be created for internal competitions by writing to: Connect@scholarskarks.in
  - I. Age limits can be defined upon written request.
  - II. The Contest management may use the community quizzing from time to time for special gratification led campaigns which will require users to enter a Community Code as declared on the Website or digital advertisements, Rules will apply.

# 3. Gratification / Prizes

a. The participant of the Contest will receive the following gratification / prize:

Particulars	Prize		
All Participants	Digital Certificates		
1st Prize	Car worth 10Lac INR		
2 <sup>nd</sup> to 21st Prize	Premium Embossed Certificate with Seal		
	Personalized Letter from Scholar Sharks		
	Smartphone worth 50 Thousand each		
	Fellowship in our English efficiency program		
22 to 3021 <sup>nd</sup> Prize	Premium Embossed Certificate with Seal		
	Personalized Letter from Scholar Sharks		
	Cash Prize worth 1000 Thousand each		
Other 1979	Premium Embossed Certificate with Seal		
	Personalized Letter from Scholar Sharks		

## Free Entry to Next Quarterly Quiz

- b. The Contest management and/or its designees will use commercially reasonable efforts to contact such next eligible participant but will not be responsible or liable in any way whatsoever if the participant cannot be contacted or if the participant fails to respond within 02 days of being contacted by the Contest management.
- c. The Contest management may reclaim / recover the prize awarded to the winning participant in the event any of the participants are found to be involved in any form of fraud, misrepresentation, dishonesty or non-entitlement to participate in the Contest under these Rules.
- d. Prize and winning title is not transferable, assignable or exchangeable and only the winner and no other person, representative or agent of the winner may claim the same.
- e. The Contest management gives no warranty and shall not be liable for the quality, warranty or replacement of the Prizes. All taxes, levies and charges relating to the Prizes, if any will be borne by the Contest management

# C.SYSTEMS AND AVAILABILITY:

a. Contest management, its affiliates, process advisors and evaluators, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit participants / user's ability to participate, including any injury or damage to participants or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. Contest management is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected answers, which will be disqualified. Contest management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all answer's personal details (provided, however, that Participants acknowledge and agree that such methodologies are

- not infallible, and that the organizers make no guarantee as to their effectiveness).
- b. Any loss or outrage or dissatisfaction suffered by the course of playing the Contest by a participant would not be the responsibility of Contest management and/or its associates/ affiliates and Contest management or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- c. All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, Contest management may have to continue with whatever data is available, or in any other manner as it may deem reasonable. Contest management should not be held responsible for any loss of data or the action taken on account of the same. Contest management will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- d. In the event the response of the participant is not for any reason received within the stipulated time period for the question, such participant would be not be able to get points in the event that question(s) was correctly answered by the participant. The participant can continue to answer questions once re-connected to the central Website server(s). Contest management or its vendors and partners are not responsible for any such instances.
- e. In case multiple entries are received from a participant for the same question, Contest management has the right to choose the first answer entry received from that participants. If multiple entries are received at the same time, then Contest management will choose any of the answer entries received. Scores calculated basis this will be considered final and would be updated on the Website subsequently at a later date.
- f. Prior to start of play of the Contest, the participant must check that the Websites are operational and functioning correctly. The participant is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the Contest. Quitting other applications on the device will also help towards smoother gameplay in case of some phones.
- g. Participant is advised to keep the device from which the Contest is played, adequately charged. Low battery will result in shut down of the network and / or device and that will result in the participant not being in a position to play the Contest

- h. The server used to communicate with the participant has adequate redundancies built into it. However, in the rare cases, the server is down during the play, Contest management will, at its discretion but not as an obligation, determine such measures as it may deem fit, including cancelling certain sections or segments or question(s) from being scored and/or awarding points to all the players for that section, or any other means at the discretion of Contest management.
- i. The participant acknowledges that all possible issues may not have been identified by Contest management and its partners and agrees to hold harmless Contest management and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the participant or the participant's property or device shall not be the responsibility of Contest management or its partners.
- j. No person (i.e., either the participant, or any person on behalf of the participant) shall initiate litigation against Contest management or its partners in any manner without first providing Contest management a complaint at xxx and providing Contest management an opportunity to address the complaint.
- k. Contest management shall not be liable for any failure of the application server or system in the course of playing the Contest.
- Contest management and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of answers.
- m. The Website is controlled and offered by Contest management from its facilities in India. Contest management makes no representations that the Website is available for use in other locations. Participants accessing and/or using the Website from other jurisdictions do so at their own volition and are solely responsible for compliance with applicable laws. Contest management cannot guarantee whether the Website will function in such jurisdictions outside India. Participants / users may not be able to register their answers in the event the participants / users are travelling outside India. Contest management shall not be responsible for the participants / users not being able to access the Website and/or the participants / users not being able to register their answer in such situations.

- n. It shall not be open for the participant (s) or any of their representatives to require an audit or verification of the randomizer/ selection software or any other criteria, process or system adopted by Contest management as part of the process of conduct of the Contest or selection of winners resulting therefrom.
- o. No enquiries, appeals, verbal or written, shall be entertained in this regard.

## D.CONFIDENTIALITY AND PUBLICITY

- a. Contest management shall keep all the information collected from the participants confidential and shall not share the information so collected with any party, save and except for the purpose of the Contest. The participant by providing the aforesaid sensitive personal information hereby agree that Contest management shall have the right to share the information so collected with such other third party as required for the purpose of the Contest and hereby agree that they shall not file any claim against Contest management for sharing of such personal information. Any information shared by the participant to Contest management shall be handled by Contest management in terms of the privacy policy of Contest management.
- b. None of the participants shall, without the prior written approval of Contest management, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Contest. The participant shall not disclose any information whatsoever relating to Contest management to any other party. Violation of this clause shall immediately disqualify the participant's prospects of further participation.
- c. The participant shall at all times keep confidential all particulars and details regarding the Contest.
- d. The Winner(s) of the Contest as announced by Contest management from time to time, agrees that he/she shall make himself/herself available from time to time and co-operate with Contest management and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to the Winner(s). Further, the winner(s)/participant(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by Contest management. The winner(s)/participant(s) agrees that the footage of any nature shall vest with Contest management,

- including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- e. Any photographs, videos etc. submitted by the participant s/winners to Contest management or recorded, shall on submission / creation become the property of Contest management and shall be available to Contest management for exploitation across all mediums throughout the world in perpetuity. The participant (s) shall ensure that the photos or videos submitted by them in any public domain or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. The participant (s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- f. Acceptance of these terms & conditions by the participant constitutes permission for Contest management, including its affiliates, to click photographs, record videos of the participant (s) and use the participant (s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

# **E. GENERAL TERMS AND CONDITIONS**

- a. SCHOLAR SHARKSLLP and/or the Contest management reserve the right with respect to the decisions of the selection of the participant and the selection/ declaration of the eventual winner and the same shall be final and binding on all the participants and in no event shall the participants dispute such decision(s).
- b. SCHOLAR SHARKSLLP and/or the Contest management reserve the right in its sole and absolute discretion to amend, alter, modify, change, vary or terminate the format, any terms and conditions mentioned and accordingly the rules for participation / selection, participant(s) eligible for selection, Timelines, Rules and Regulations, and/or Contest format at any time, at its sole discretion, during the Contest period, without giving any prior notice to the participants / users and it shall be the sole responsibility of the participants / user(s) to check the Rules from time to time. The participants / user(s) by participating in the Contest agree to such amended terms. In case any portion/clause of these Rules is deemed invalid or becomes unenforceable,

- such portions shall be considered divisible and shall not be part of the consideration, and the remainder shall be valid and binding.
- c. SCHOLAR SHARKSLLP and/or the Contest management and their respective affiliates, officials, employees, representatives, directors or any other person shall not be liable to indemnify the participants / user from and against any claim, loss, injury, mental or emotional trauma suffered by the participants / user, in any manner whatsoever.
- d. The participants / user(s) to the extent permissible in law, shall not in any circumstances make any claims against SCHOLAR SHARKSLLP and/or the Contest management, their divisions, their subsidiaries, their employees, their respective agents and representatives, directors and its affiliates arising out of or relating to any and all costs, injuries, for any kind of losses, damages, costs or injuries of any kind, including due to any problems caused by technical disruption and/or failure, server problems or any other difficulties.
- e. In the event any of the participant(s) are unable to participate, attend or appear on the Contest, for any reasons whatsoever, SCHOLAR SHARKSLLP and/or the Contest management has the right to at its discretion anytime replace or bring in new participant(s), as deemed fit and necessary by SCHOLAR SHARKSLLP and/or the Contest management.
- f. Further, SCHOLAR SHARKSLLP and/or the Contest management shall be entitled to, at its discretion, any time during the contest period, to re-introduce the eliminated participants and/or re-introduce fresh individuals/participants during any stage of the Contest format.
- g. The participation in Contest is merely to enable the participants to participate in the Contest and does not entitle any kind of gratification to the participants / user(s).
- h. SCHOLAR SHARKSLLP and/or the Contest management reserve the right to terminate and/or postpone the Contest without giving any prior notice to the participants / user(s). Such decision shall be final and binding on the participants / user(s) and the same shall not be disputed and/or challenged in a court of law.
- i. Participants / user(s) agree and acknowledge that nothing contained in these Rules will be deemed to constitute a grant of license/ assignment and/or

transfer of any rights in and to the Contest format or contest whatsoever from SCHOLAR SHARKSLLP and/or the Contest management in participants / user's favour. The Rules shall be available on the Website to ensure that no participants / user is misled and understands the entire process and the other terms and conditions mentioned herein prior to participating in the Contest.

- j. The participants / user specifically agrees and acknowledges that any disputes or claims shall be resolved individually and the participants / user agrees to not file by resort to any form of class action and/ or through any family member and/or third party applications, criminal and/ or civil proceedings in any courts or forums against SCHOLAR SHARKSLLP and/or the Contest management, their directors, employees, officers, affiliates or subsidiaries to claim any damages. Under no circumstances will SCHOLAR SHARKSLLP and/or the Contest management be liable for any consequential, indirect, special punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise.
- k. Participants / user(s) agree and irrevocably acknowledge that SCHOLAR SHARKSLLP and/or the Contest management shall have the sole and exclusive right including but not limited to intellectual property rights (copyrights and trademarks) and other proprietary rights in and to the Contest and all its components whatsoever. It is on the discretion of the participants to select the city they wish to register from.
- I. SCHOLAR SHARKSLLP and/or the Contest management shall not be responsible for any errors or omissions in the terms and conditions contained herein. All information provided is provided "As is" without warranty of any kind. SCHOLAR SHARKSLLP and/or the Contest management make no representations and disclaims all express, implied, and statutory warranties of any kind to the participants / user(s) and/or any third party including, without limitation, warranties as to accuracy, timelines, and completeness for any particular purpose.
- m.SCHOLAR SHARKSLLP and/or the Contest management reserves the right to suspend any of the Participants / Users in case it has reasonable grounds to conclude that the individual(s) have been alleged in any public domain and/or social media Websites for any misconduct, sexual harassment, physical abuse,

- coercion in any form, criminal cases or any other reasons which may tantamount to general misconduct.
- n. By participating in the Contest, to the extent permissible under law, it shall be construed that the Participants / User(s) has hereby expressly or irrevocably waived his/her right to raise any dispute with regard to the Contest or attempt to restrain or injunct or enjoin, the development, execution or exploitation of the Contest and/or the continuance of the Contest.
- o. Participants / user(s) acknowledges and agrees that the relationship between the participants / user(s) and SCHOLAR SHARKSLLP and/or the Contest management is not a confidential, fiduciary, or other special relationship.
- p. The participants / user(s) shall comply with all the applicable laws of India. The participants / User(s) shall also comply with the Rules including the terms and conditions of the Website(s).
- q. The terms & conditions shall be construed and governed in accordance with the laws of India and in case of any dispute or other matter arising shall be referred to a sole arbitrator appointed by SCHOLAR SHARKSLLP and/or the Contest management and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai. SCHOLAR SHARKSLLP and/or the Contest management shall not be liable for any kind of charges and/or expenses in connection to the Arbitration and it shall be solely borne by the participants / user who has raised the dispute.
- r. Subject to the provision of 23 above, the Courts having 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 Mumbai, India.
- s. SCHOLAR SHARKSLLP and/or the Contest management reserve the right to modify, alter or amend the format of the Contest, the rules for selection of winner for each Level or any other rules and regulations at any time, at its discretion, during the contest period. SCHOLAR SHARKSLLP and/or the Contest management will not be liable and will not entertain any queries related to the same.

- t. By participating in the Contest, it is deemed that the participants / user(s) have read, understood, accepted and agreed to abide with all the terms and conditions of Contest as mentioned herein and is unconditionally bound by the terms of use and privacy rules of the Contest as uploaded on the Website.
- u. SCHOLAR SHARKSLLP and/or the Contest management shall not be answerable to any person with regards to any of the Contest process including but not limited to the calculation of scores, time take for answering, systems and processes of selection or elimination etc.
- v. The Rules of and in relation to the Contest as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("Act") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- w. The participant agrees that he/she has not been convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to Contest management in writing, that the participant is/are not required to be present before any authority including police or any court of law during the event dates (E-Regional Finals or E-National Finale) informed by Contest management and has no other disability which would prevent his/her participation in the Contest.
- x. The participants acknowledges that he/she has voluntarily chosen to participate in the Contest at his/ her free will and is willing to bear all risks, costs, and consequences arising from such participation. It is a condition of entry and participation in the Contest that the Participants have not entered into any contractual, commercial, sponsorship agreement (including but not restricted to recording, performing and/or merchandising contracts) or other arrangements for e.g. with a management Contest management or an individual to act as the Participant's manager in respect of his/her abilities to participate in the Contest or the products thereof or in respect of his/her name, likeness, image or biography which might be in breach of the Rules or otherwise prevent the participants from participating in the Contest or the broadcast, Promotional Activity, exploitation or sponsorship thereof.

- y. Participant should participate on their own.
- z. Participation shall not be transferable
- Employees, officers, directors, agents and aa. SCHOLAR SHARKSLLP and/or the Contest management (including their immediate family members) of Contest management and its affiliates across the globe, sponsors, Contest management, advertising agency, process advisors and evaluators, contract employees/ staff, partners, their affiliates, subsidiaries, group companies are not eligible to participate in the Contest and shall be referred to individually as Ineligible Person. Contest management reserves the right to disqualify a participant in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Producer/Contest management or any of Contest management's sub-contractors and vendors of the Contest, and/or in the information stated in the documents provided by the participant.
- bb. The participant shall undertake, warrant and guarantee to Contest management that the participant has full legal capacity to participate in the Contest in accordance with these Terms & Conditions.
- cc. By registering for the Contest, the participant represents that he/she is medically fit and does not have present or past psychological ailments. If in the past he/she had any psychological ailment or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to Contest management in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Contest.
- dd. Participants will not be confirmed for the Contest if they are suffering from any kind of ill health, medical problems (i.e. heart ailment, blood pressure, final stages of pregnancy, etc.). It is the responsibility of the Participants to be medically fit for participation. Nevertheless, the final decision regarding their participation in the E-Regional Finals and E-National Finale rests with Contest management and the same can in no event be questioned/disputed by the participants and/or their parents/legal quardians.
- ee. Each participant is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the names or likeness of a celebrity,

- living or dead, during the shoot. The participants are also not permitted to wear or mention any competing names of competitors of sponsors of Contest.
- ff. On providing the email address for registration, it is assumed that the person has provided the permission to send mails to reach him/her.
- gg. All personal details and information requested by and supplied to Contest management by each participant must be truthful, accurate and in no way misleading. Contest management reserves the right to disqualify any participant(s) from the Contest in its sole discretion, should the participant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
- hh. In the event of any fault, misunderstanding or dispute concerning any part of the Contest, and/or the operation of the Contest, the selection of Winner at any stage, or the validity of any question or answer options, the decision of the Contest management shall be final and binding on all participants and other persons. The Contest management is empowered to take a decision on any case or instances not covered by the present Rules.
- ii. Participant warrants and represents to Contest management that all information including any communications, photos, text, video, graphics, images and other material submitted by the Participant for the Contest ("Content") are solely owned by the Participant or are provided with the express authority of the applicable owner(s) and the use of the Content by Contest management will not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Participants shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the Contest management. Contest management, or their respective parents, subsidiaries, affiliates, and their respective officers, directors, employees, Process Advisors and Evaluators, contractors and agents, sponsors, partners, third party associates from any claims (in India or abroad), arising out of or in connection with losses, costs, damages, expenses from infringement or alleged infringement by any content, or the defence of a claim or any costs payable thereof.
- jj. In consideration for participating in the Contest, the Intellectual Property Rights ("IPR", including but not limited to trademark, copyright, design, patent, etc.) arising out of and in connection with Contest

including but not limited to any communications, photos, text, video, images, documents, the performance of the Participants and other material created by any Participant and/or during the course of the Contest ("Material") shall be a work for hire owned by Contest management and/or its assignees and if not deemed a work for hire shall hereby be assigned upon creation to Contest management, without any further documentation and Contest management is hereby permitted to use it as per its sole discretion and without any further reference, permission or consent from the Participant or Contest management. Participants hereby assign any and all rights Participants may have or acquire in the Material and all benefits and/or rights resulting therefrom to Contest management without additional compensation. Participants hereby agree to execute such assignments and other documents as Contest management may consider appropriate to vest all right, title and interest therein to Contest management. All such assignment of rights shall be perpetual, irrevocable, and universal and shall not lapse, even if Contest management fails at any time to commercially exploit any such Material. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively "Moral Rights"). For avoidance of doubt Contest management wishes to clarify that, any and all kind of developments. Material, creations, created or provided or developed by the Participant during the call for entries and/or during the course of the Contest shall be solely and exclusively owned by Contest management.

kk. The participants by participating in the Contest automatically grant Contest management a royaltyfree, irrevocable, universal, transferable, nonexclusive right and license to use and display such entry for participation, and the Contest, and any IPR in the Content and in relation to and arising out of such participation in the Contest and images or footage thereof which shall include trade publications, press releases, electronic posting to the Website, or any other Website, channel, electronic hyperlinks to the Website, and any display format selected by Contest management during the Contest or use by Contest management as they deem fit and mutually agreed between them, without any further documentation, permission or consent of the participants. For avoidance of doubt Contest management and Contest management wish to clarify that though the Contest management and Contest management have a license to use and display such entry for participation, and the Contest, and any IPR in the Content and in relation to and arising out of such participation in the Contest (as stated in detail above) the IPR in the Materials and any developments, creations supplementary and ancillary thereto shall always be owned by Contest management.

- II. By entering into the Contest and/or accepting the prizes, the participants (individually) waives all copyrights, rights of publicity and any related rights and consents to Contest management's right to picture, tape or portray him/her as a Contest winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The participants / users also consents to Contest management's right to use participant's (his/her) name, voice or picture, or the content of his/her participation, (collectively referred to as "Publicity Rights"). Contest management can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with Contest management.
- mm. Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on circumstances, including but not limited to governmental guidelines/orders/notifications pursuant to COVID-19. It is expressly provided that Contest management reserves the right to change the dates and timelines at its sole discretion.
- nn. Using of false names/identities, illegal/false mobile numbers, fake email addresses and/or any other illegal means either online or in hard copies shall be considered as suppression of facts and if Contest management has to suffer of any adverse consequence in this respect, the participant/s shall be penalized for the same in a manner as Contest management may deem fit.
- oo. The participants shall indemnify and hold Contest management harmless, as well as the Contest management's group companies, affiliates and subsidiaries and their respective officers, directors and employees, against any loss that may occur to them due to non-adherence of these Rules and Regulations and the other Rules as contemplated herein to be complied by each participant.

- pp. By participating in the Contest, users provide their consent to our usage of cookies policies.
- Contest management has the right at any time qq. to require proof of identity and/or eligibility. The failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within the time as stipulated in the Rules or upon request by Contest management may result in disqualification. Contest management also reserves the right to disqualify a participant in case where a discrepancy is found to exist in the information furnished/provided/stated by the participant during the conversation with Contest management or any of Contest management's sub-contractors and vendors in the Contest, and/or in the information stated in the documents furnished by the participant or at any time.
- rr. Contest management may, at its discretion, contact the participant (s), if required, for any clarifications needed for the information provided when contacted by Contest management.
- ss.All personal details and information requested by and supplied to Contest management by each participant must be truthful, accurate and in no way misleading. Contest management reserves the right to disqualify any participant (s) from the Contest at its sole discretion, should the participant (s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
- tt. Users are also strongly discouraged from sharing or distributing any content from the Website that could potentially give an unfair advantage to people who haven't already taken the Contest.
- uu. Contest & Quarterly contest aims to enhance your learning by encouraging you to appreciate facts in the form of data and evidence and making you a well-informed and more factful citizen of the country.
- vv. The Contest management, at its discretion, can conduct forensic analysis of the data received from the participant(s) at the backend. The Contest management has the right to The Contest algorithm can detect, and block any Users basis this analysis if they are found in violation of these Rules based on forensic data analysis at the backend.
- ww. The Contest algorithm can detect, and block users based on forensic data analysis at the backend.

- xx. Users on the Leaderboard will receive verification calls or emails from the Contest Admin seeking documents to prove their credentials.
- yy. Electronically Generated Document Proof will not be acceptable.
- zz. The Contest Admin can quiz users using questions from the Contest bank which the user may or may not have encountered to complete the verification in the event that there is overwhelming evidence that the user hasn't played the Contest fairly.

# F. INDEMNITIES

- a. The participants /users and their legal heirs hereby shall hold harmless and indemnify the Contest management, its affiliates, group companies. partners, sponsors, process advisors and evaluators, process partners, its agents, representatives, its employees, officers, and directors, contractors, partners or other persons used by them, in relation to this Contest and hold them harmless against any loss. claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the contest management, or by any third party in connection with the participant's participation in the contest, winning the contest, awarding or the use or misuse of any prize and shall reimburse the contest management for any loss, costs, expense, or damage to which said indemnity applies.
- b. Any conflict related to various provisions and interpretation of these Rules will be addressed by the Contest management. The decisions of the Contest management shall be final and binding.
- c. If participant(s) / user(s) are unclear as to these Rules or any element of the Contest, they can write in with their questions, concerns or queries to <a href="mailto:support@scholarsharks.in">support@scholarsharks.in</a>. Contest management shall make efforts to respond to the e-mail on a best-effort basis, however shall not be held responsible in the event that no response is received. In case no response is received, the same shall not be used as a ground to extend timelines for any category.

### G. DISCLAIMERS

a. Contest management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent

- violation of intellectual property ownership rights, or violations of any law, rule or regulation.
- b. The Website is provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable laws, Contest management and the Contest management disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the Contest, and Website. Without limiting the foregoing, Contest management specifically disclaim any warranty (a) that the Website will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the Website (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If due to participant's/ user's use of the Web Site, online entry form results in the need for servicing or replacement of participant/ users or another's equipment or data, Contest management is not responsible for those costs.
- c. Participation in this Contest and is free of cost and all participant(s) / user(s) are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Contest management abhors such practices and disclaims all responsibility for the same. The Contest management shall not be liable to any participant for any amount paid in this regard.

# H.LIMITATION OF LIABILITY AND REMEDIES

- a. The Contest management reserves the right, in its sole discretion, at any time and at any stage of the selection process, to reject or disqualify any participant who is deemed ineligible or for any reason that the Contest management feels is necessary and/or appropriate, including without limitation, if that participant has not complied with these Rules of the Contest, the Contest management determines he/she is attempting to undermine the legitimate operation of the Contest by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other participant and/or the Contest management, the selection process, or has interfered, in Contest management's sole opinion, with the proper conduct of the Contest.
- b. Participant(s) / user(s) and/or any party that accesses the Website, agrees that neither Contest management, nor any third party content or service

providers involved in the Contest, will be liable to participants/ users, for any loss or damages, either actual or consequential, arising out of or relating to these Rules, participant's use or inability to use the Website, or to participant's reliance upon information obtained from or through the Website, participation in the Contest, travel, or use or misuse of any prize. In particular, neither Contest management nor its third party or service providers will have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to the prizes, terms of use, visitor's/participant's use or inability to use the Website, online entry form or to participant's reliance upon information obtained from or through the Website, participation in the Contest, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.

c. The participation in the Contest implies unconditional acceptance of all these Rules of the Contest by the Participant.

## I. WEBSITE

- a. Contest management shall not be under any obligation to participant(s) / user(s) and shall have no obligation or rights in relation to the Contest and shall have no claims whatsoever against Contest management relating to the selection process, gratification or the running of the Contest.
- b. Contest management shall not be responsible for:
  - I. Any delivery, failures relating to the registration or uploading pictures;
  - II. Contest management not receiving or rejecting any data;
  - III. Any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
  - IV. Other conditions/situations or failures beyond its control.

The Terms & Conditions have been originally written in English and translated in Hindi. In case of any conflict in the interpretation of the clauses between the Hindi, and English versions, the interpretation of the English rules and regulations shall prevail.