

TERMS & CONDITIONS FOR TTBC

OVERVIEW

The within terms and conditions (the “Terms and Conditions”) relate to an art competition entitled the “THE THANJAI BIG ART CONTEST (TTBAC)” (the “Contest”) which Arohana Seva Foundation (ASF), a Company registered under Section 8 of the Companies Act 2013 having CIN U93000TN2011NPL081805, its respective licensees, assigns, parents, affiliates and/or subsidiary companies (the “Company”) intends to run during 2022.

1 – CONTEST TERMS & CONDITIONS

By entering this competition, the entrant (the “Artist”) accepts these terms and conditions as set out hereinafter and the entrant further accepts that the terms and conditions of this competition may be altered, amended, varied or otherwise modified by the Company at any time up to and including the final determination of the Competition and that such alteration, amendment or variation may be made orally or in writing and at all times the terms and conditions are at the sole discretion of the Company.

2 – AGE & GEOGRAPHIC CRITERIA

The Competition is open to all children upto the age of 12 as on 1st January 2022 in the Sub-Juniors category, between the age of 12 and 18 years as on 1st January 2022 in the Juniors category and all living artists over the age of 18 as on 1st January 2022 in the General category. Entries are permitted from any geographical region. Entries from Pakistan Occupied Kashmir, Gilgit Baltistan and Indian territories occupied by either the Islamic Republic of Pakistan or the Peoples’ Republic of China will be considered as entries from India.

3 – CLOSING DATE

The competition shall close at 5 pm on 31st August, 2022. Entries received after this date and time shall not be considered for entry under any circumstances. The Company reserves the right, in its absolute discretion, to extend the Closing Date of the competition for a reasonable period of time and where so extended the date upon which the Company decide to be the subsequent closing date shall be the closing date for the purposes of these terms and conditions.

4 – SUBMISSION

To enter the competition, all entrants shall complete an online application form at <https://www.thethanjaibigart.org> (the “Entry Form”) and follow all directions therein. All images uploaded to complete the entry process shall not be manipulated or otherwise artificially or digitally enhanced by the Artist.

The submitted entry (the “Work”) must be original, created in pencil (including water-soluble, pastel, graphite, charcoal or coloured pencils), paints, crayons or any other mediums. The work must be in A3 size or larger. While the company shall endeavour to provide advance

notice to all entrants concerning key dates and timelines, the company reserves the right to make such alterations and changes to key dates as are reasonably necessitated.

Work that does not fit within the Conditions of Entry will not be admissible and will not be considered for the Prize. The Company shall retain full and sole discretion over every question as to the admissibility or otherwise of any given work. The following are examples (without limitation) of inadmissible works:

- a. Copies of original works;
- b. Works that are in breach of copyright (or reasonably considered by the Company to create a risk of infringing upon a copyright);
- c. The work is incomplete;
- d. Work, that in the reasonable view of the Company, contain noxious or toxic substances, are flammable below 50°C or incorporate dangerous electrical equipment or are otherwise considered inconsistent with safe exhibition, handling or storage;
- e. Work, which in the reasonable view of the Company, is likely to disrupt communal harmony.

Artists are reminded that all work submitted must conform to all health and safety standards and regulations.

In addition, the Company reserves the right to disqualify a work, where in the reasonable view of the Company:

- a. The work does not meet any of the entry criteria;
- b. The Artist cannot be contacted;
- c. The Artist does not respond within 48 hours of being contacted by the Company.

The competition is not open to employees, directors, officers, and agents of the Company, their respective licensees, assigns, parents, affiliates and/or subsidiary companies, and their immediate family members of their households.

5 – REVIEWERS & OTHER MISCELLANEOUS ASPECTS

The Reviewers shall be appointed by the Company in such number and of such qualification as it sees fit at its sole discretion. The Reviewers' decision shall be final and no correspondence will be entered into. All works will be reviewed anonymously and there will be no segregation by country, genre or style etc.

The Company shall endeavour to notify successful Artists who will be invited to receive their Prizes. The cost of any travel, boarding and lodging expenditure shall solely be the responsibility of the participants. The delivery of the work to the Company for submission is the responsibility of the artists. The Company may seek verification of the Artist's eligibility to enter the competition and may be required to provide proof of their eligibility to participate.

All work should be delivered unwrapped, when delivering in person. Framing or mounting of works, if required for exhibition, is also the responsibility of the artist and must be carried out prior to delivery. Works not requiring framing or mounting must be suitably protected to avoid damage in transit and clear indication should be given as to how the work could be presented.

The submissions are the sole property of ASF and the artists is not entitled to seek any compensation, refund, fee, restitution, damages or any sort of remuneration from ASF. The Company reserves the right to utilise, dispose, auction, gift, store or sell any of any works during or after the contest, without any intimation or compensation to the artist.

Entries shall be sent: a. By post or courier or in person, to arrive before 31st August 2022 at No 11, Natarajapuram Colony South, Medical College Road, Thanjavur 613 004, Tamil Nadu India

Goods & Services Tax (GST) or any other tax or charge may be levied at the port of entry in India, and ASF or any of its affiliates or parents, must not be listed as importer of the work. The artist agrees to indemnify ASF or any of its affiliates or parents, for any charges or taxes incurred by it as a result of the submission of the art work in the contest.

The artist shall be responsible for all costs associated with creating the work.

By completing the entry form, the Artist agrees to the Company collecting, retaining, processing, or otherwise utilising the Artist's personal information solely for the purposes of processing the Artist's entry to the competition, the promotion and administration of the competition and the creation of the exhibition. The Artist's personal information will not be shared with third parties or otherwise processes for alternative purposes without the Artist's consent.

If the Artist is informed that their work has been selected, the Company shall be entitled to receive verification from the Artist of details pertaining to any and all legal proceedings (either civil or criminal) that may be in being, or contemplated against the Artist. Should any related details change materially during the course of the competition, or where any information concerning the Artist becomes materially inaccurate between time of entry and the end of the competition / exhibition, the Artist shall bring such changes to the attention of the Company without delay. It should be noted that all such sensitive personal data shall be treated with the utmost confidentiality by the company and shall not preclude the Artist from competing. All such decisions remain at the discretion of the Company.

By completing the entry form and by providing any further information to the Company in relation to the competition, the Artist warrants that all such information supplied is truthful, accurate, and not misleading or otherwise incomplete. Where it reasonably or justifiably appears to the company, that the Artist is in breach of this warranty, or where the company understands or apprehends there to be a risk that the Artist, has or will bring the competition or the company into disrepute, the company shall be entitled to take such steps as are necessary to conclude the Artist's involvement in the competition forthwith.

The categories and the prizes shall be the sole prerogative of ASF, from time to time, without intimation to the artist.

It is the responsibility of the winning artists to declare, if relevant, such winnings as income to their local tax authorities and the winning artists shall be wholly liable for any taxes payable and shall indemnify and hold the Company safe and harmless from all claims relating to such taxes and charges. The Company shall in no circumstances be liable for any taxes payable on such awards.

Artists are responsible for paying all travel costs and expenses incurred if they wish to attend the any event related to the contest or any element thereof.

If the art work is considered valuable, it is recommended, but not mandatory, that the artists avail of transit insurance with a reputable insurance company for their works of art for their market value.

6 – INTELLECTUAL PROPERTY

The Company reserves the right to deny admission to the competition, or withdraw a work from the competition or exhibition if for any reason the work, or any circumstances surrounding the display of the work, appears to the Company to expose it to risk of legal proceedings, reputational damage or other potential loss or if the Work acts in any way detrimental to the brand of the Company.

Each artist, by entering the contest confirms that they hold all intellectual property rights in the work and that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted work. By entering the contest, they further confirm that ownership of the art work is transferred to ASF.

Without prejudice to the within terms, the company recognises that the copyright in all works created by the Artist stands transferred to ASF, and as a necessary condition of entry, and by so entering, the Artist hereby agrees to grant all necessary rights licences, approvals and authorisations to the company to include, inter alia, the Artist's work in any footage recorded or captured during the competition / exhibition, including the right to use such images for the promotion of the competition, exhibiting the work publicly, referring to the work on digital platforms in the control of the Company, its affiliates or subsidiaries or parents, and for the avoidance of doubt, the Artist hereby grants the company with a non-exclusive, worldwide, royalty free licence to use and publish such footage or materials obtained or others materials in electronic format for purposes connected solely with the competition. Where further consent is necessary from the Artist, it shall not be unreasonably withheld.

The company shall be at liberty to assign or licence their rights in such footage or other materials without the prior consent of the Artist and the Artist hereby agrees to forego all injunctive or other legal remedies with the intent of restraining the use by the company of all footage or material obtained, in any jurisdiction.

The Artist hereby waives (i) all moral rights as may exist in any footage or imagery or other materials obtained that contain the Artist's work under The Copyright Act, 1957 and (ii) all such equivalent or commensurate rights as may exist in any other jurisdiction worldwide. The Artist furthermore agrees to not permit, or cause to be instituted, legal proceedings in any jurisdiction any claim regarding any infringement of moral (or commensurate) rights, or claim regarding any alleged derogatory treatment of the Artist's work.

Artists will allow the work to be photographed and reproduced by ASF for any purposes deemed fit by ASF including; catalogue, press and publicity and websites in all territories. Copyright of all works remains the property of ASF. No enquiries for copyright will be referred to the artist.

For the avoidance of doubt, the Artist hereby warrants that they own the copyright to the contest entry and further warrant that the work contains no feature or aspect or material that constitutes a breach (or potential/anticipatory breach) of a third party's intellectual property.

In accordance with the Information Technology Act (2000) (and all other relevant Data Protection legislation as may be enacted from time to time), ASF will hold the personal data of artists supplied on the Entry Form securely. The data will only be used in the process of administering the contest and will not be transferred to any third party not directly involved in this contest.

By entering the contest, artists are agreeing to all of the within Conditions of entry. The Company's decision on all matters pertaining to the above is final. The Company reserves the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms of this competition.

Nothing in these terms shall exclude the company's liability for death or personal injury, fraud, or fraudulent misrepresentation however arising from the Company's negligence.

The Artist acknowledges that in entering into these terms and conditions, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.