The following are recommendatory guidelines drafted by us to assist you. We have developed these based on our experience and on a best effort basis. We recommend that you validate these from your legal team for completeness and adequacy in managing your risks prior to uploading them on the website.

[This paragraph is an instruction for Award's management team and should be deleted]

### **Definitions**

| Competition                | Power of Print 2024  |
|----------------------------|--|
| Competition<br>Management  | This Competition is organised by Bennett, Coleman & Co. Ltd. ("BCCL" or "Management"); organizers who are responsible for the overall conduct of the same in India |
| Microsite                  | https://timespowerofprint.in/  |
| Participant                | A team of two who are form the creative/communication agency that participates in the Competition by submitting an entry on the microsite                          |
| Jury                       | A group of persons appointed by Management to determine the winners  |
| Terms and conditions (T&C) | These terms governing the Competition, as may be amended from time to time   |

- These Terms, Conditions and Guidelines ("**Terms**") are applicable to and govern the "Power of Print 2024" organized and conducted by Bennett, Coleman & Co. Ltd. in India.
- By participating in the Competition, Participant agrees to abide by and be bound by these Terms.
- These Terms may be modified without any prior notification. The Participant are advised to regularly review these Terms. If there is any disagreement with any of the Terms and any amendments thereto, Participant must not participate in the Competition.

### **Objective**

To invite creative minds to build an impactful creative print campaign based on the theme decided for the Competition. The Competition is open to professionals who fit the criteria as defined below:-

### **Eligibility Criteria**

- Team can be consist of the following mix:
- 2 individuals who are full time full-time employees of the same organization
  - 2 individuals who are working as full-time employees in the same organization as on June 30, 2025 or while being sent to the Cannes festival, whichever is earlier. If any or both team members have switched the organization through which they had won the competition, then the winning team shall stand disqualified and the next winner in line shall be considered for the Cannes Festival
  - o 2 individuals who are freelancers currently working in the creative communications industry
  - 2 individuals 1 individual can be a freelancer and 1 individual can be a full-time employee in an organization as on June 30, 2025 or while being sent to the Cannes festival, whichever is earlier

- The Participant will be asked to submit documents to support this whenever required by the management
- Students are not allowed to participate under this category.
- A team can apply multiple times provided the creative with which they are applying is different from the one already applied with. Every creative will be treated as a different entry for the Competition.
- Winning teams from the previous edition cannot apply for the competition. However, if
  one person from the winning team forms a new team with a different individual, he/she
  be eligible to participate as a new team.
- Participant who are working in an organization and are currently on notice period cannot apply for the Competition.
- Participant should hold a valid Indian Passport with minimum 6 months of validity as on December 31, 2025.
- In case of absence of the valid Indian Passport, a participant of Indian origin, holding a foreign Passport with minimum 6 months of validity as on December 31, 2025 along with any 1 of the below mentioned documentation proof can apply for the Competition. These documents, issued by competent authority in India, can be asked by the Participant at any given time of the Competition for verification purpose:
  - o Birth Certificate
  - School Leaving Certificate
  - Aadhar Card
  - OIC Card (Overseas Citizens of India)
  - Domicile Certificate
  - PIO Card (Person of Indian origin)
  - Voting Card
- A Participant may be disqualified if there is any conflict with any of the stakeholders of the Competition, and if this is identified at any point of time during the Competition.
- If the Participant is found to have plagiarized or infringed any third party's copyright any aspect of his/her entry, the Participant will be disqualified immediately.
- For the winner and runners up team, the cost for purchasing image in the advertisement shall be borne by the team's organization
- BCCL employees, affiliates, associates, partners, contractors, sponsors, immediate family
  members (parents, spouse, children & grandchildren and validation agency employees
  who has been part of the process are refrained from participating in any weekly finale
  exam or event and shall stand disqualified with immediate effect and shall be liable to
  return the prize or benefit received and at our sole discretion pay penalty, damages and
  compensation and indemnify us against any claims, expenses or liability from any
  person, entity or third party by this act or omission of the employees or relative
- An organization cannot participate on behalf of its sister units, parent organization or other organizations under the parent organization.
- The final eligibility of the Participant will be subject to the discretion and approval of the Management and jury.

### Gratification

- The winning campaign will be released in the pages of The Times of India Group publications supported by a multi-crore budget. The decision to release the campaign in the newspaper will be solely at the discretion of the management.
- Winning team may be considered for being sent to the Cannes Lions festival at the sole discretion of BCCL and as per the jury decision.
- Owing to the uncertainties in the face of the disruption caused by the any reason, the trip to Cannes Lions will be subject to the travel guidelines set by the Government at the relevant time and if and when the live event is conducted by the Cannes Lions management.

#### **Submission Format**

- Participant need to make an online submission (print advertisement) on the microsite based on the brief shared.
- Submissions can be made in English language only. Any submission received in any language apart from English shall be disqualified

### **Receipt of entries**

- Call for entry for the Competition will be announced in one or more relevant media platforms - through social media websites, or by direct communication with potential Participants or on the Microsite/website and that shall be construed to be adequate notice for call for entries.
- The Management will provide the Competition brief on the Microsite regarding what is expected from the Participant.
- Participant can apply for the Competition by submitting the creatives on microsite.
- All entries must be submitted on the website https://timespowerofprint.in/
- Last date for receiving completed entries is 00:00 on 5<sup>th</sup> April 2024 (Mid night of 5<sup>th</sup> April)
- Receipt of creatives after last date of receipt may be permitted only at the discretion of the Management.
- Management will not be responsible for registration forms that are damaged/lost due to lack or lapse in any communication because of internet failure and/or technical glitches.

### **Completeness of Entries/Disqualification**

- All mandatory fields of the registration form need to be complete in all respects; else it may be disqualified from participation.
- By submitting an entry, the Participants confirm that the work submitted by the Participant is original in nature and has been specifically created for this Competition only.
- No work which is copied/replicated/influenced/redone by an existing campaign will be permitted to participate in the Competition.
- All work submitted by the Participants for the Competition, illustratively including, but not limited to, intellectual property rights therein, will be owned by the Management.

### **Timelines**

- Reasonable efforts shall be made to adhere to the defined timelines. However, the
  defined timelines are subject to change based on circumstances which may not be in
  the Management's control.
- The Management and its sub-contractors shall not be held accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Competition or its ceremony or any part of its processes or public voting because of any factors beyond its control.

### **Additional Information**

- The Participants may be contacted for any additional information to verify the information provided. Such information sourced from the Participants will become part of the original application.
- The Management has the right to ask for documentary proof of information. If such a request is made and the Participant does not comply within 5 working days from the date the request is made, the Participant may be disqualified from the Competition.
- The Management or team appointed by Management will try to contact the Participant on best effort basis by any means deemed appropriate.
- In the event it is not possible to contact any Participant to obtain information on them, interview them, etc., such Participant may be disqualified from further participation in the Competition.
- The Participant hereby irrevocably authorizes the Management to use the data gathered during and/or the Competition in respect of the Participants. This shall be the property of BCCL and BCCL shall be entitled to use the same for communications including marketing promotions and advertisements along with/without BCCL's or its sponsor's brand.
- The Management shall not be liable in any manner for any mishap, accident, injury, or damages etc. of whatsoever nature, caused to the Participants during the Competition. Further, Management shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the Competition.

#### Winner determination

- An independent jury appointed by the Management will evaluate the entries and determine the winners for the Competition.
- There shall be one winner and 2 runners up determined at the end of the competition
- The winning team shall be considered for attending the Cannes Festival 2025 to be held in Cannes in the month of June in the sole discretion of the Management.
- The travel from the winner's domicile state to France and their accommodation during the course of the festival shall be borne by the BCCL. The winners shall not be given any option to choose airlines/hotels etc. No request of preferred airlines/hotels/date/s etc. of the winners shall be entertained by BCCL. The trip to France is not cashable by the winners at any point.
- The cost for visa, or any other expenses incurred by the winners during their travel shall be borne by the winners. BCCL shall not be responsible for any of these expenses
- It is mandatory for the winning team to ascertain their visa on their own and submit the same to the BCCL when required. BCCL shall not be responsible for arranging the visas for the winners. In case the selected winners are unable to share their visa within the due timelines, it is the discretion of the Management to choose the next Winner
- The Management will provide certain amount to the team for other related expenses such as point to point local travel such as residence to airport, airport to hotel, hotel

to stadium & back, meals etc. Any other additional expenses, of whatsoever nature, will not be borne by BCCL and the winners shall have to bear such additional expenses at their own cost.

- Any further expenses, including, but not limited to, any health insurance, medical tests
  and travel insurance costs shall be done as per the rules of the said country shall have
  to be borne by the respective Participants. I Think we should ask them to figure their
  own visa?
- Bennett, Coleman & Co. Ltd., and its Management shall not be held responsible for any cancellation of the Cannes Event due to any circumstances. In the event of such a cancellation, the winning team will still have the opportunity to win the prestigious 'Power of Print Title,' and their winning campaign will be featured in the pages of 'The Times of India' group publications, backed by a multi-crore budget. The decision to release the campaign in the newspaper will be solely at the discretion of the management."
- Bennett, Coleman & Co. Ltd., and its Management shall not be responsible for any
  change in the schedule of the travel to the event. In case, the winners wish to stay or
  extend its stay beyond the stay organized by the Management, the winners shall bear
  all expenses/charges including charges towards traveling back to his/her home city,
  accommodation, food, local travel, insurance etc. during his extended stay in France
- In case of extended stay of the winners in France, the winners, specifically releases and discharges BCCL and its management from any and/or all liabilities/ responsibilities whatsoever BCCL may have towards the winners due to this Competition.
- To comply with all terms and conditions of the air-ticket, airline operator, travel operator, hotel, destination country etc. shall be the sole responsibility of the winners.
   BCCL shall be no way responsible to the winners or their legal heirs/successors/representatives for any loss, damage personal or property because travel, and arising out of and about the participation in this Competition.
- The winners shall be responsible for his/her own behavior, misconduct, unlawful acts, actions/inactions etc. during the entire trip including his/her stay in France and the winners hereby indemnify and shall keep indemnified, BCCL, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehavior, misconduct, unlawful acts, actions/inactions etc. of the winners.
- The Management will cover the entry fees for the winners to compete at the Cannes Festival, 2025. This will be subject to the occurrence of the Cannes Festival 2025 on the said date in the year 2025 and be in accordance with the prior approval of the Management, at its sole discretion.
- The winners must have a valid Indian passport for a minimum one-year validity as on December 31, 2025. In case the selected Participant does not have valid passport, it shall be the discretion of the Management to choose the next winner, which shall be final and binding in all respects.
- The trip shall not be transferable/redeemable against any other service offered by the Management nor for cash. No request shall be entertained by the BCCL in this regard.

### General

• The Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Competition and agree to the Terms and that Participant

is competent (i.e. Participant are of legal age and mental capacity) and eligible to enter into this legally binding agreement on Participant.

- The Participant understands and agrees that merely participating in this Competition does not entitle the Participant to a prize or to any other form of consideration.
- The Participant warrants and represents to the Management that all information including any communications, software, photos, text, video, graphics, music, sounds, images and other material submitted or recorded in any manner by the Participant or the partners of Management including the Management for consideration for the Competition are solely owned by the BCCL Management and do not infringe upon any other individual or organizational rights (illustratively including, without limitation, intellectual property rights). The Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the BCCL entities (in India or abroad), and the Competition Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or copyright or any kind of intellectual property right or the defines of a claim or any costs payable thereof.
- The Participant must enter the Competition at their own will and the Management are
  not in any way obligated or liable for any loss or costs that the Participant may suffer
  or incur and nothing is payable to the Participants for participating in the Competition
  or any event prior to or following the Competition.
- For the purpose of entering the Competition and by submitting the entry, the Participants automatically grant BCCL a royalty-free, irrevocable, worldwide, transferable, exclusive right and license to use and display such entry and or any intellectual property in relation to and arising out of such participation in the Competition and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, the BCCL website in any display format selected by BCCL during the Competition or use by BCCL as it deems fit.
- The Management reserves the right to, at its discretion, withdraw or amend or add to
  the Terms of the Competition at any time, with prospective or retrospective effect,
  and does not take responsibility for any loss or damage that any individual or
  organization may suffer because of participating or attempting to participate in the
  Competition, the Competition being withdrawn, or its Terms amended.
- Should a Participant wish to withdraw from the Competition, kindly inform the Management in writing at any time up to two weeks prior to the final ceremony.
- All disputes relating to or arising out of the Competition shall be subject to the laws of India and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Mumbai, India.
- The Participants indemnify BCCL, its employees, officers, contractors, partner or other persons used by them in relation to this Competition 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 Management by any third party in connection with the Participants participation in or winning the Competition, which is inconsistent with any of the warranties and representations made by the Participants, or due to breach of these Terms and shall pay to BCCL for any loss, costs, expense, or damage to which said indemnity applies.
- The decision of Management on all matters is final and binding on all Participants and no correspondence will be entertained on the same.
- In the event these Terms do not cover any question or complaint in relation to the Competition, the same will be concluded on by the Competition Management (for all other issues) or an independent body or legal team as appointed by the Competition

- Management and deemed necessary.
- The Participant agrees to give full consent unconditionally for BCCL to share any
  information provided by the Participant with agencies working with them with regards
  to the program, its recording and broadcasting and related activities including
  agencies involved with BCCL.
- The decision of BCCL and its Management in relation to the interpretation of any of these Terms shall be final and binding on the Participants.
- If Participants are unclear as to the Terms or any element of the Competition or have any queries/concerns pertaining to the Competition, they can write in with their questions, concerns or queries to the following email address:

(powerofprint@timesgroup.com)

BCCL shall endeavour to the best of its ability to respond thereto.

#### Microsite

- The website https://timespowerofprint.in/ is only an informational website ("Microsite") for the Competition. BCCL or its subsidiaries or holding entities ("Bennett Group") are not liable or responsible for any action or decision taken by Participant or anyone acting on Participant's behalf or under Participant employment or under contract with Participant. BCCL shall not be under any obligation to Participant and Participant shall have no obligation or rights in relation to the Competition and shall have no claims whatsoever against the BCCL relating to the selection process or the running of the Competition.
- BCCL shall not be responsible for:
- i. Any delivery, failures relating to the registration or uploading videos/presentations.
- ii. Any spam generated messages as result of Participant accessing the Website.
- iii. The Competition Management not receiving or rejecting any data.
- iv. 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
- v. Other conditions/situations or failures beyond its control.

#### **Disclaimers**

• The Management has no obligation to screen the entry material in advance and is not responsible for monitoring entries for preventing violation of intellectual property ownership rights, or violations of any law, rule or regulation. If the Management is notified of submissions or materials that may not conform to the Terms, it may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such an entry from consideration. The Management has no liability or responsibility to Participants or other users of the Microsite for performance or non-performance of such activities.