



Anveshan 2023: PARTICIPATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

We, the Association of Indian Universities, a registered society under the Societies Registration Act, 1860 in India with registered office at AIU House, 16, Comrade Indrajit Gupta Marg, Opposite National Bal Bhawan, Near I.T.O., New Delhi, Delhi 110002, India (referred to as "we", "us", "Sponsor" and "AIU") are the main organisers of the research competition "Anveshan 2022" (the "Challenge") for students affiliated to universities in India.

Any eligible person or team who has expressed an interest or has registered to participate in the Challenge ("Participant" or "You") are bound by the rules and regulations set out below (the "Rules"). The aim of these Rules is to set out the terms and conditions governing your participation in the Challenge. By participating in this Challenge, you give your un-conditional acceptance that you are bound by these rules and you will strictly follow the same. If you do not agree with any of the Agreement, do not register for this Challenge.

1. CHALLENGE OBJECTIVES AND SET-UP

The Challenge is set up in a hybrid mode and all Participants will be required to:

- Register online at www.projectset.com (the "Challenge website") and confirm their participation in the Challenge through their personal dashboard on the site;
- Form their teams, where applicable, on the Challenge website by registering the email ids of team mates; and
- Upload a copy of an original research proposal (the "Deliverable") through the Challenge website. The Deliverable should focus on any one of the six categories or tracks outlined in the Challenge website.

The Challenge website will be accessible to users 24 hours a day subject to IT maintenance operations. Dates and times in these Rules refer to Indian Standard Time (IST).

2. AGREEMENT TO THE RULES

By accessing and accepting these Rules, You:

- enter into a valid and enforceable contractual relationship with the Sponsor regarding Your participation in the Challenge. The registration and enrolment in the Challenge does not set up any subordination relationship between the Sponsor and the Participant, and
- fully and unconditionally agree to comply with these Rules. Participants express their acceptance by ticking the agreement box during enrolment in the Challenge.

In case of violation of any provisions of these Rules, by the participant, the Participant may be disqualified from the Challenge without any advance notice or compensation and no reward will be awarded.



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3. ELIGIBILITY

This Challenge is open to all students registered in a full-time or part-time academic program (undergraduate, post-graduate or doctoral programs) at any accredited university in any country worldwide. You may participate as an individual or as a part of team of up to 4 students from the same or different universities.

4. CHALLENGE PROCESS

The Challenge consists of several stages:

- **Registration.** All Participants are required to register their details (e.g. names, selected theme, etc.) on the Challenge website. The registration process will open at 08:00 hours IST on Thursday 13 July 2023 (“Registration Opening”). and close at 12:00 hours IST on Friday 24 October 2023 (“Registration Deadline”). Participants are required to:
 - Select the appropriate **track** to ensure that they register in the correct Challenge Website (there are different website pages for each track).
 - Upload proof of their current affiliation as a student in a University (e.g. id copy or a letter from the dean).
- **Submission.** The challenge will officially open on Thursday 5 October 2023. Participants can upload a copy of their research proposal (the “Deliverable”) any time after the Registration Deadline and before 18:00 hours IST on Sunday 19 November 2023 (“Submission Deadline”). If a Participant does not upload a Deliverable on the Challenge website before the Submission Deadline, this will be considered as a withdrawal from the Challenge and the Participant will not be eligible for any feedback, certificate or prize from the Sponsor. Each participating team will be given access to a private virtual workspace where they can collaborate virtually to develop the research proposal and upload the final Deliverable.
- **Shortlisting.** AIU has nominated an independent panel of judges from various universities (the “Jury”) to review and approve registrations in each track. The Jury will evaluate all proposals and invite the top 10 teams in each to join the 2-day National Convention. Participants will be:
 - Informed about the details (e.g. date, venue, etc.) of the National Convention closer to time;
 - Required to confirm their participation in the National Convention before the deadline;
 - Required to make their own travel arrangements to participate in the National Convention. They will be offered free boarding and lodging during the National Convention by host institution..
- **National Convention:** All invited Participants at the National Convention will be required to present a Poster on their research proposal. The Jury will evaluate the Posters and invite the top performers to present their proposal at the podium. The Jury will evaluate the podium presentations to declare the winners



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of each category at the National Convention. You agree and acknowledge that the Challenge relies on your creativity, capacity, ability, and ingenuity to research a relevant topic. The Challenge does not depend, even partially, on chance or luck, and therefore should not be considered as a lottery. Under no circumstances, the factors such as appearance, religion, political opinions or sexual orientation would be considered to impact shortlisting probability. You understand and accept that the decision of the Jury shall be final and binding. The Jury has all the discretion and authority to declare void any entry/ vote or the Challenge itself should they consider that there are no eligible entries reaching a required standard, in any manner, whereupon they can award prizes or not as they think fit.

The Jury will complete their evaluation process and the final results will be announced at the concluding session of the National Convention on Thursday 14 December 2023. The winners will be featured on the Challenge website. The Sponsor reserves the right to alter the dates on which results are to be released, in case of any eventuality.

5. REGISTRATION AND PARTICIPATION

To register, the Participant have to create a user account on ProjectSet website (www.projectset.com), with all true and correct information, without any mistake or concealment.

Any registration based on inaccurate, false, or incomplete information will result in the Participant's disqualification. Refusing collection, recording and use of their personal data that is strictly necessary to performing the Challenge will result in the Participant's disqualification. The Participant is solely responsible for the information he/ she provides at the time of registration. Any intentional or non-intentional mistake, anomaly or inconsistency, regarding this information, may result in the Participant's disqualification. The Sponsor reserves the right to conduct all necessary verifications regarding the Participant's identity, postal and/or email address.

Deletion of a Participant's user account on the Challenge website will be deemed as a withdrawal from the Challenge. In this case, the Participant, regardless of whether the deletion results from the Participant's personal action or not, will not participate in the Challenge, and will not be entitled for any compensation or return, what so ever, in any manner.

You must give your acceptance to the Rules as well as the [Terms of Use](#) and the [Privacy Policy](#) during the creation of your user account and your registration to the Challenge.

6. CHALLENGE OUTPUTS AND INTELLECTUAL PROPERTY

For the duration of the Challenge, Participants may upload documents or files (including images or videos) consistent with the Challenge guidelines (the "Deliverable").



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To be eligible, Deliverables must (i) address the specific issue set out in the Challenge overview, (ii) be in PDF, PPT, MP3, MPEG, MOV, MP4, format and (iii) be in English, and in general terms must comply with Challenge Rules.

If a Deliverable cannot be downloaded, is not in the right format or is incompatible, illegible, or unintelligible, the Deliverable will be disqualified. By submitting a Deliverable, the following needs must be respected:

- The Deliverable includes exclusive contributions from the Participant.
- Otherwise, if content from a third party has been used in the development of the Deliverable, then the Participant would clarify and give his/her undertaking that all rights, authorizations and agreements necessary to submit the Deliverable and grant the rights mentioned herein have been obtained. The use of uncredited, non-proprietary third-party contributions in the Deliverable will result in the disqualification of the Deliverable and the related Participants.
- No other individual and/or entity is entitled to claim any rights from the use of the Deliverable.
- The participants would give an undertaking that the content of the Deliverable does not and will not infringe or violate any rights of any third party or entity, including, without limitation, intellectual property rights, privacy, competition law, confidentiality, or any contractual or extracontractual right and in case of any false/untrue/in-correct statement, the participants alone would be liable or responsible for the consequences thereof. All deliverables suspected of any law(s) and/or any third party's right will be ineligible.
- While the intellectual property and copyright of the submission will be held by the participating team, the Sponsor as well as all organisations officially signed up as partners for the Challenge ("Partners") will be permitted non-commercial fair use of the materials submitted.
- AIU will have the rights to share any and every Deliverable with its Partners.
- Participants will treat all information about the content of the submission as confidential and not cause or permit such confidential information to be disclosed to any third party until the winner is selected, and their submission is published by the Sponsor.

Participants only are responsible for and shall bear any costs or expenses associated with their participation in the Challenge, including the preparation and submission of their Deliverables. Participants assume all risk for damaged, lost, late, incomplete, invalid, incorrect or misdirected Deliverables and the AIU would not be responsible for the same, in any manner, what so ever.

7. REWARDS AND TESTIMONIALS

The Sponsor and its Partners will offer winning Participants rewards and recognitions, subject to compliance with the following cumulative conditions:

- The Deliverables comply with ("Deliverables") all necessary regulations;



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- Each Participant complies with Sections 6 (“Challenge and Intellectual Property”), 8 (“Communication”), 9 (“Confidentiality”) and 10 (“Limitation of Liability”);
- It can be proven that the winning Participants fulfil the conditions eligibility of Section 3 (“Eligibility”).

No rewards will be awarded to winners who do not fulfil the above conditions.

No assignment or transfer of reward is allowed by a winner. If a potential winner cannot be reached, or is unable to accept the reward or any portion of the reward for any reason, AIU shall have no further obligation to such potential winner. AIU will not replace any lost or stolen reward after being awarded to winners. Winners will accept the reward “as is, where is” basis. AIU disclaims any warranty regarding the Rewards.

In the event a Participant (a winner) cannot be reached, by email or by phone, for more than three (3) months after the first attempt to reach them was made, he/she will be deemed as having waived their right to claim the reward and will not be entitled to any reward or any kind of compensation thereafter.

If the reward as initially planned is unavailable, AIU will be free to substitute another reward of similar value. Any such decision is at AIU’s sole discretion.

Any Participant who does not fulfil the conditions of Participation as provided in the Rules during their registration and/or at any time during the Challenge will be summarily disqualified from the Challenge without prior notice and will not be entitled to any reward. In the event that the reward is already given to a Participant who does not meet the conditions of Participation when registering or throughout the duration of the Challenge, AIU reserves the right to require the Participant to return the reward.

8. COMMUNICATION

The Participant acknowledges and consents that AIU and its Partners may, for the duration of the Challenge and for a period of three (3) years following the date of submission, use the Challenge for publicity, including advertising or other marketing purposes, (by any means and through any format such as website, advertising banners, social networks, newsletter, press release) now known or unknown to date, free of charge or for a consideration.

In particular, you consent to the use of your name and surname, your city and region of residence, the name of your University, your image, the information regarding the Reward (if you are a winner), and any other personal data that you submit with your Deliverables as well as the content of your Deliverables relating to the Challenge.

Such use does not entitle any Participant to any payment other than the Reward he/ she received.

9. CONFIDENTIALITY

AIU has no obligation to keep the information contained in the Deliverables confidential. In general terms, when submitting any Deliverables, the Participants



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understand, agree and accept that any information contained therein may be publicly disclosed by the Sponsor or its Partners.

Furthermore, Participants acknowledge that AIU may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the information contained in any of the Deliverables. Accordingly, nothing herein shall prohibit the Sponsor from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Deliverable.

The Participants recognize that other Participants, individuals or entities may have provided to AIU or others, or made public, or may in the future submit, or make public, content that is the same or similar to any piece of information contained in any of the projects. Hence, the Participants acknowledge, agree, and accept that AIU shall have the right to use such same or similar materials, and that the Participants will not be entitled to any compensation, in any manner, what so ever, arising from the Sponsor's use of such materials.

10. LIMITATION OF LIABILITY

AIU or its Partners cannot be held liable for any infringement of the above provisions by Participants. Each Participant shall indemnify the Sponsor and its Partners against any disturbance, action, claim, opposition and demand or eviction attempt from any third party in connection with any Creation in the Deliverables (Intellectual Property Rights included).

Update of the Rules. AIU reserves the right to unilaterally amend these Rules at any time, including the Challenge duration in case of operational imperatives, without prior notice to Participants regarding the enforcement or the validity of these amendments. Participants are encouraged to consult/check these Rules regularly. Participants expressly waive all claims or disputes related to any amendment to these Rules by the Sponsor.

Should any paragraph of these Rules be declared or judged illegal, unenforceable or void by a court decision, or any Indian Law or executive decision, the paragraph in question will be considered null and void, but all other unaffected paragraphs will be enforceable within the limits of the law.

Challenge Cancellation or Suspension. AIU reserves the right in its discretion, to (i) cancel, terminate, modify or suspend or postpone the Challenge and these Rules, for any reason, at any time and without any liability, and (ii) to limit or restrict participation in the Challenge. The Sponsor or its Partners will not be held liable for the modification, cancellation or suspension of the Challenge and no compensation or remuneration will be due to the Participants, in any manner, what so ever.

Participants agree that the Sponsor or its Partners, their affiliates and all of their respective officers, directors, employees, contractors, representatives and agents ("Released Parties") will have no liability whatsoever for, and will be released and held harmless by participants from any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without



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limitation disability or death. Without limiting the foregoing, everything on the Challenge Website and in connection with the Challenge is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Personal data protection. Participation in the Challenge requires the communication of the Participant's personal data ("Personal Data"). Participant's personal data is subject to processing within the meaning of the regulations on the protection of personal data (The EU 2016/679 General Data Protection Regulation and the Council of 27 April 2016, known as GDPR) for which AIU defines the purposes and means and is, as such, “Data controller” within the meaning of the GDPR.

The purposes of the processing are:

- To meet the organization of the Challenge needs
- To organize the intermediation between the Participant and AIU and/ or its Partners, to ensure identification, communication and preservation of the exchanges with the Participant

In accordance with the provisions of the GDPR, AIU undertakes to implement organizational and technical security measures in order to protect all Participant's Personal Data. The Sponsor undertakes these measures to allow the exercise of Participants' rights from GDPR.

11. SETTLEMENT OF DISPUTES

In the event of a dispute, controversy or claim arising out of or relating to these Terms and Conditions, including a dispute as to the validity or existence of these Terms and Conditions and/or this clause, you and we shall use our best efforts to amicably settle any differences and disputes through direct negotiation/mediation and the decision of AIU would be final. Any dispute, controversy or claim that remains unresolved within eighty (80) days from the date either you or we have notified the other of the nature of the dispute and of the measures that should be taken to rectify it shall be referred to and finally resolved by arbitration administered by the Indian courts in accordance with the laws of India, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction. Any claim, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be subject to the exclusive jurisdiction of the Indian courts, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such claim, action, or proceeding. The language of the arbitration shall be English.