

# National Fertility Awards 2023

## Terms and Conditions

### Definitions

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| Awards                                  | National Fertility Awards   |
| Awards Management/ Management           | Personnel from Times Internet and / or organizers who are responsible for the overall conduct of the Awards   |
| Website                                 | <a href="https://health.economictimes.indiatimes.com/national-fertility-awards">https://health.economictimes.indiatimes.com/national-fertility-awards</a>   |
| Participant                             | Any organisation within the IVF eco-system who is willing to enter the competition for their initiatives taken within the period of April 01, 2021, to March 31, 2022 and has registered themselves on the Website  |
| National & Regional Zones               | <b>North Region:</b> Delhi, Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Uttar Pradesh, Uttarakhand, Rajasthan<br><b>South Region:</b> Karnataka, Kerala, Tamil Nadu, Pondicherry, Andhra Pradesh, Telangana, Andaman & Nicobar Island, Lakshadweep<br><b>East Region:</b> Odisha, Chhattisgarh, Bihar, Jharkhand, West Bengal, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura, Meghalaya, Sikkim<br><b>West Region:</b> Gujarat, Maharashtra, Goa, Madhya Pradesh, Daman & Diu, Dadra & Nagar Haveli |
| Application form                        | The participant must apply online on the below mentioned website  |
| Terms and conditions ("T&C" or "Terms") | The terms governing the Awards, as may be amended from time to time by the awards management  |

- By participating in the Awards, Participant agrees to abide by and be bound by these Terms and any amendment thereto
- These Terms may be modified by Award Management without any prior notification. The participant is advised to regularly review these Terms on the Website. Participants must clarify with the Management in case of any ambiguity or disagreement
- The Award categories and no. of winners may be changed/modified/split/merged/increased or canceled by the Jury based on the number and quality of entries received in each category
- The rewards may be changed/modified / split / merged/increased or canceled at the sole discretion of awards management
- The decision taken by the Management based upon the observation & recommendations of Jury with respect to the evaluation/disqualification/qualification/adding nominations/recategorization is final and binding on all Participants. No claims/queries raised with respect to the same will be entertained in this regard
- If no Participant in a category is found to be satisfying the eligibility by the Awards Management, the prize may be canceled. The decision of the Awards management in this regard will be final and non-awardable. The Awards management will not entertain any queries in this regard

### Eligibility Criteria for participation in the Awards

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- The participating organization should have its registered office in India and must have at least 2 complete years of office and business operations in India as on September 20, 2022
- The initiative/project applied in the Awards should have been launched and completely executed in the **period April 01, 2021, to March 31, 2022.**
- The organizations should be registered entities under the National Registry of Assisted Reproductive Technology (ART)
- The initiative cannot be in a planned or work-in-progress phase. Only completed successful campaigns that have shown significant impact would be considered for the awards
- The participant should be 18 years of age to participate in the Awards
- Individual should be an Indian citizen currently residing in India, and legally eligible to work in India
- An organization cannot participate on behalf of its sister units, parent organization or other organizations under the parent organization
- Participation in the awards is subject to defined terms and conditions available on the website: <https://health.economictimes.indiatimes.com/national-fertility-awards>
- The Award categories may be changed/modified / split / merged/increased or canceled by the Awards Management and/or Jury based on the number of entries received in any category, and the quality of the entries. The decision in this regard will be final, non-contestable, and binding on all participants. The Awards management will not entertain any queries in this regard

### Call for Entries & Participation

- The call for entries for the Awards will be announced in one or more media platforms and / or by direct communication, and that shall be construed to be adequate notice for call for entries
- Participant can apply for the Awards by completing the application form online
- Link to fill the application form will be available on the website:  
**<https://health.economictimes.indiatimes.com/national-fertility-awards>**
- Application form for participation in the Awards shall be open from **22/12/2022 to 30/01/2023**
- Participant needs to duly fill all information points on the Application Form
- Participant can have multiple entries in multiple categories
- The Awards management has the right to reclassify application form/forms from one prize category to another, at their discretion

### Submission of Entries- Online

- Last date for submitting completed application form is **30/01/2023**
- Awards Management will not be responsible for application form/forms that are damaged / lost due to lack or lapse in any communication because of internet failure or any other reasons
- It is mandatory for all the entries to attach the mandatory documents as mentioned in the respective category
- Participation in the Awards in any manner will be construed as an acceptance to the Terms and conditions stated herein
- Participants can fill the form on the website and submit the completed application form online

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

- All mandatory fields of the application form need to be complete in all respects; else it may be disqualified from participation.
- Entries will be accepted in English language only
- The work submitted by the Participant must be original in nature
- Management shall have a right to disqualify any Participant in case of violation of this term or in case of any third-party claim relating to IP infringement or any third party right.
- No work which is copied/replicated/influenced / redone by an existing initiative will be permitted to participate
- All work submitted by the Participants for the Awards, including but not limited to Intellectual Property Rights therein, will be owned by the Management

### **Timelines**

- The defined timelines are subject to change based on circumstances
- Management and its sub-contractors shall not be held accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Awards or its ceremony or any part of its processes because of any factors beyond its control

### **Additional Information**

- 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.
- 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 awards
- Management or the 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
- The participant hereby irrevocably authorizes the Management to use the data gathered during and/or the Awards in respect of the participants. This shall be the property of awards management and awards management shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without awards management's brand.
- 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 Awards. Further, Management shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the Awards.

### **Winner determination**

- An independent jury appointed by the Management will evaluate the entries and determine the winners for the Awards.

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- If required, the Participants will be asked to present their work to the jury members in a virtual jury round

### **General**

- Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Awards 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
- Participant understands and agrees that merely participating in this Awards does not entitle the Participant to a prize or to any other form of consideration
- 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 Awards are solely owned by the awards management and do not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Participant shall be completely responsible for handling claim of infringement or alleged infringement by any third party and shall indemnify awards management entities (in India or abroad) and the Awards Management from any claims, costs or damages from infringement or alleged infringement of any third-party rights including intellectual property right or the defines of a claim or any costs payable thereof
- Participant must enter the Awards 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 Awards or any event prior to or following the Awards
- Participants for the purpose of entering the Awards, grant awards management a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Awards, and any intellectual property in relation to and arising out of such participation in the Awards and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, the awards management website in any display format selected by awards management during the Awards or use by awards management as it deems fit
- The Management reserves the right to, at its discretion, withdraw or amend or add to the T&C of the Awards 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 as a result of participating or attempting to participate in the Awards, the Awards being withdrawn, or its Terms amended
- Should a participant wish to withdraw from the Awards, kindly inform the Awards Management in writing at any time up to one week prior to the final awards ceremony, in this case, the nomination fee will be non-refundable.
- All disputes relating to or arising out of the Awards 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 awards management, its employees, officers, contractors, partner or other persons used by them in relation to this Awards and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs)

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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 Awards, which is inconsistent with any of the warranties and representations made by the Participants, or due to breach of these Terms and shall reimburse awards management for any loss, costs, expense, or damage to which said indemnity applies. awards management shall give the Participant prompt written notice of any claim or actions covered by this indemnity, and the Participant shall have the right, at its own expense, to participate in any such action

- 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 Awards, the same will be concluded on by the Awards Management (for all other issues) or an independent body or legal team as appointed by the Awards Management and deemed necessary
- The Participant agrees to give full consent unconditionally for awards management 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 awards management
- The decision of awards 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 Awards or have any queries/concerns pertaining to the Awards, they can write in with their questions, concerns or queries to the following email address: **Prachi Shukla** [prachi.shukla@timesinternet.in](mailto:prachi.shukla@timesinternet.in) or **Manvi Saxena** [manvi.saxena@timesinternet.in](mailto:manvi.saxena@timesinternet.in), awards management shall endeavour to the best of its ability to respond thereto.

### **Website**

- The website provides information and acts as the only means to enter the Awards.
- Awards management shall not be responsible for:
  - Any delivery, failures relating to the registration or uploading videos/presentations.
  - Any SPAM generated messages as result of Participant accessing the Website;
  - Awards Management not receiving or rejecting any data;
  - 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
  - Other conditions/situations or failures beyond its control

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### **Disclaimers**

Awards management or its subsidiaries or holding entities are not liable or responsible for any action or decision was taken by Participant or anyone acting on Participant's behalf or under Participant employment or under contract with Participant. awards management shall not be under any obligation to Participant and Participant shall have no obligation or rights in relation to the Awards and shall have no claims whatsoever against the awards management relating to the selection process or the running of the Awards

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 the performance or nonperformance of such activities.