

Talenthouse India Terms and Conditions

The Sponsor is Talenthouse Entertainment Pvt. Ltd., having its registered office at 502 Plot No 91-94, Prabhat Colony, Santa Cruz (East) Mumbai – 400055, (hereafter referred as “Talenthouse India”)

Talenthouse India campaigns begin at various dates to be determined (“TBD”) based upon each specific campaign (the “Campaign” or “CI”), and the related official rules (the “Official Rules”) of each Campaign. By entering a submission (the “Submission”), each participant (the “Participant”) agrees to the terms and conditions stated herein (the “Terms and Conditions”) and the Official Rules (together, the “Campaign Rules”) and warrants that his or her Submission complies with all requirements set out in the Campaign Rules. The CIs are skill-based Campaigns and chance plays no part in the determination of winners.

WHO MAY ENTER

The Campaign is open only to individuals who have reached the age of majority in their respective jurisdiction. Individuals under the age of majority are prohibited from entering any Talenthouse India Campaign, as in their jurisdiction of residence at the time of Submission. The Campaign is not open to residents of, and is void in, the following territories: Florida, Cuba, Iran, North Korea, Puerto Rico, the Province of Quebec, Sudan, or Syria. The Campaigns are also void where prohibited.

In accordance with the Federal Trade Commission COPPA (Children’s Online Privacy Protection Act of 1998), Talenthouse India is prohibited from collecting, and hereby represents and warrants that it will not collect personal information from a child in any manner that violates the regulations prescribed under subsection (b) of COPPA. Also, pursuant to COPPA, Talenthouse India prohibits conditioning a child’s participation in a game, the offering of a prize, or another activity on the child disclosing more personal information than is reasonably necessary to participate in such activity.

TRANSLATIONS

These Campaign Rules were written in English. To the extent any translated version of these Campaign Rules conflicts with the English version, the English version controls.

HOW TO ENTER

Each Submission consists of the submission of the appropriate materials for the specific CI via the Talenthouse India website. There is no Submission fee. To enter, visit www.talenthouse.co.in. Complete a Submission form with the required information, including your name, address, telephone number, email address, and Submission caption; and submit your Submission in accordance with the instructions that follow:

The Categories for entries are (including but not limited to): (1) Film (2) Fashion (3) Music (4) Art (5) and (6) Graphic Design (the “Categories”). Each Participant may enter only one (1) Submission per CI. Each Submission must comply with the following requirements (the “Submission Requirements”):

Submissions must be in digital format. Only online entries will be eligible.

Submissions must be original works and cannot constitute copyright infringement or fraud; in addition, each Participant must be prepared to provide a release and / or consent form (as described below).

The Submission, in its entirety, must be a single work of original material taken by the Participant. By entering the Campaign, Participant represents, acknowledges, and warrants that the submitted Submission is an original work created solely by the Participant, that the Submission does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the Submission.

The Submission must not, in the sole and unfettered discretion of the Talenthouse India, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by the end of the specific voting period.

Entries must be made by the authorized account holder of the email address submitted at the time of Submission. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Talenthouse India reserves the right to examine the original Submission/source material in order to confirm compliance with these rules.

RELEASES

If the Submission contains any material or elements that are not owned by the Participant and/or which are subject to the rights of third parties, and/or if any persons appear in the Submission, the Participant is responsible for obtaining, prior to submission of the Submission, any and all releases and consents necessary to permit the exhibition and use of the Submission in the manner set forth in these Campaign Rules without compensation, unless the Official Rules of the specific CI provides otherwise, in which case either Talenthouse India or the Campaign host (the "Campaign Host") will be responsible for obtaining such releases f/s/o the Participant. If any person appearing in any Submission is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Talenthouse India's request, each Participant must be prepared to provide a signed release from all persons who appear in the CI, and/or from the owner of any material that appears in the CI, authorizing Talenthouse India and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the Submission in connection with the CI and promotion of the CI, in any media now or hereafter known. All releases must be in the form provided by Talenthouse India. Failure to provide such releases upon request may result in disqualification at any time during the CI and selection of an alternate winner.

Similarly, upon Talenthouse India's request, each Participant must assign all copyright and other tangible and intangible property rights in their Submission, which is an original work,

to Talenthouse India or the Host or Artist of a specific CI, as well as to consent, if necessary or warranted, to the reproduction, distribution, display, and / or creation of derivative works of the Submission in connection with the CI and promotion of the CI, in any media now or hereafter known, with all assignments and consents to be in form(s) provided by Talenthouse India. Failure to provide such assignments or consents upon request may result in disqualification and selection of an alternate Winner.

Finally, upon Talenthouse India's request, each Participant must provide (within seven (7) calendar days of receipt of Talenthouse India's request), if necessary or warranted, a signed written license from the owner of any private property included in the Submission, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the Submission incorporating such private property in connection with the CI and promotion of the CI, in any media now or hereafter known, with such license to be in form(s) provided by Talenthouse India. Failure to provide such license(s) upon request may result in disqualification and selection of an alternate Winner.

For the purposes of these Campaign Rules, the Participant will be deemed to be in receipt of Talenthouse India's request or notification, (a) in the event that Talenthouse India sends the request by postal mail, five business days after the request was mailed by Talenthouse India, or (b) in the event that Talenthouse India sends the request by email, on the day that the email was sent by Talenthouse India.

CAMPAIGN PRIZES

TO BE DETERMINED, based upon the specific rules and parameters of each CI. No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, then Talenthouse India, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law. **NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.**

JUDGING

Campaign consists of one round of evaluation. The Campaign Host will select one (1) winning entry in each Category from among all eligible entries based on the following criteria ("Judging Criteria"): (1) Creativity 100%. In addition, based upon the specific rules of each CI, the CI Host may choose 2nd and 3rd place runners up. Also, the Talenthouse India community may choose the "highest voted" winner(s), which are separate from the Winner. The Winner will be chosen based upon each CIs voting campaign period.

LICENSE

By entering the Campaign, all Participants grant an irrevocable, perpetual, worldwide non-exclusive license to Talenthouse India and the Authorized Parties, to reproduce, distribute, display and create derivative works of the winning submissions (along with a name credit) in connection with the Campaign and promotion of the Campaign, in any media now or hereafter known. Participants consent to the Talenthouse India doing or omitting to do any act that would otherwise infringe the Participant's "moral rights" in their entries.

Additionally, by entering, each Participant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Campaign, and pictures or likenesses of Campaign Winners, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

LIMITATION OF LIABILITY

By entering this Campaign, all Participants agree to release, discharge, and hold harmless Talenthouse India, its brand or entity partners in and to the CIs (the “Brand Partners”) and its additional partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Campaign or any Campaign-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Talenthouse India assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Campaign entries or Submission forms; or alteration of entries or Submission forms. Talenthouse India is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email Submission to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Participants’ or any other persons’ computers related to or resulting from participation, uploading or downloading of any materials related to in this Campaign.

CONDITIONS

THIS CAMPAIGN IS VOID WHERE PROHIBITED. Participants agree that this Campaign shall be subject to and governed by the laws of the State of Maharashtra and the forum for any dispute shall be Mumbai, State of Maharashtra, India. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Campaign are hereby excluded and any Participant expressly waives any and all such rights. Certain restrictions may apply. Entries shall be void if Talenthouse India determines the Submission to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, Participants also agree (a) to be bound by these Campaign Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Campaign; and (c) if the Participant wins, Talenthouse India may use the winning Submissions and each winner’s name, Submission, likeness, and/or voice in any publicity or advertising relating to the Campaign or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the “Campaign Prizes” Rules above, or refuses the prize, the prize will be forfeited and Talenthouse India, in its sole discretion, may choose whether to award the prize to another Participant.

Talenthouse India reserves the right to verify the validity and originality of any Submission and/or Participant (including an Participant's identity and address) and to disqualify any Participant who submits an Submission that is not in accordance with these Campaign Rules or who tampers with the Submission process. Failure by Talenthouse India to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CAMPAIGN

If for any reason the Campaign is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Talenthouse India that corrupt or affect the administration, sincerity, fairness, integrity, or proper conduct of this Campaign, Talenthouse India reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the Submission process, and/or to cancel, terminate, modify, or suspend the Campaign. If Talenthouse India elects to cancel or terminate the Campaign, Talenthouse India will not retain any rights in the submitted Submissions, and will return the fees submitted with each Submission.

WINNERS LIST

Participants are responsible for complying with these Campaign Rules. Winners' names will be available online at talenthouse.co.in, after the voting period of each specific CI ends, the specific date, to be determined. Alternatively, for names of winners send a self-addressed, stamped envelope to Talenthouse Entertainment Pvt. Ltd, at Maruti Chambers, 5th Floor, Veera Desai Ext Road, Andheri West, Mumbai – 400053, Maharashtra, India.

DATA PRIVACY

Participants agree that personal information, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Campaign and any other purposes outlined in these Campaign Rules. The data may also be used by the Talenthouse India in order to verify the Participant's identity, postal address, and telephone number or to otherwise verify the Participant's eligibility to participate in the Campaign. Participants have the right to access, review, rectify, or cancel any personal data held by Talenthouse India by writing to Talenthouse, Inc., located at 542 High Street, Palo Alto, CA, 94301 (Personal data will be used by Talenthouse India and its affiliates exclusively for the purposes stated herein).

NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST

Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Talenthouse to mail skill Campaigns. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: Talenthouse Entertainment Pvt. Ltd., located at at Maruti Chambers, 5th Floor, Veera Desai Ext Road, Andheri West, Mumbai – 400053, Maharashtra, India. This notification system may be used to prohibit mailing of all skill Campaigns by Talenthouse India to such individuals.