

**FICCI Medical Value Travel Awards 2023**  
**Terms and Conditions**

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**FICCI Medical Value Travel Awards 2023**  
**Terms and Conditions**

**1. Definitions**

Awards	FICCI Medical Value Travel Awards 2023
Owner of the Awards	Federation of Indian Chambers of Commerce & Industry
Awards Management	Personnel from FICCI and / or organizers engaged by FICCI are responsible for the overall conduct of the Awards
Jury	Group of persons with subject matter expertise appointed / engaged by FICCI to determine the nominees and winners
Participant/Applicant	Any eligible organization / individual that sends in an application to participate in the Awards as per the terms & conditions, or is nominated by FICCI to participate in the Awards
Terms and conditions ("T&C" or "Terms")	These Terms and Conditions governing the Awards, as may be amended from time to time
Website	<a href="https://www.ahcindia.in/advantage-healthcare-awards-about-us.php">https://www.ahcindia.in/advantage-healthcare-awards-about-us.php</a>

- 1.1. These Terms and Conditions may be modified at any point of time without any prior written notification. Participant is advised to regularly review these Terms and Conditions uploaded on the Website. If there is any disagreement with any of the Terms and Conditions and any amendments thereto, Participant must not participate in the Awards
- 1.2. The Awards and the terms and conditions applicable to the Awards may be changed / modified / split / merged / increased / decreased or cancelled by the Awards Management for any reason including based on the number and quality of entries received and need not to be prior informed

**2. Awards Segment and Categories:**

Category name	Definition	Subcategories
Medical Value Travel Specialist Hospital	Any NABH Accredited/International Certified Entity as Hospital/Medical Facility	<ul style="list-style-type: none"> <li>• Cardiology (Interventional cardiology)</li> <li>• Cardiology (Cardiac Surgery)</li> <li>• Pediatric Cardiac Sciences (Cardiology and Cardiac Surgery)</li> <li>• Oncology</li> <li>• Neurosciences</li> <li>• In Vitro Fertilization / Infertility</li> <li>• Transplant – Liver</li> <li>• Transplant - Kidney</li> <li>• Transplant - Heart</li> <li>• Transplant - Bone Marrow</li> <li>• Spine Surgery</li> <li>• Orthopedics (Joint Replacement)</li> </ul>

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		<ul style="list-style-type: none"><li>• Dental Implants</li><li>• Cosmetic Dentistry</li><li>• Endodontic Dentistry</li></ul>
Ayurveda and Wellness Centre of the Year	Any NABH Accredited/International Certified Entity as Ayurveda and Wellness Centre	
Medical Facilitator of the Year	Any NABH Accredited/ International Certified person	

- 2.1. The Awards categories and number of winners may be changed / modified / split / merged / increased or cancelled by the Jury and/or Awards management based on the number and quality of entries received in each category and need not to be prior informed
- 2.2. If no Participant in a category is found to be worthy of inclusion by the Jury, the Award category may be cancelled by the Jury and/or Awards management. The Jury and/or Awards management may decide to add nominees in the category to maintain high standards of participation. The decision of the Jury in this regard will be final and non-contestable. The Awards Management will not entertain any queries in this regard at any point of time

### **3. Eligibility criteria for participation in the Awards**

- 3.1. Any organization/institute participating in the Awards should be an Indian entity with at least 2 years of registered presence and operations in India as on September 30, 2022
- 3.2. Any organization/institute participating in the Awards should be NABH/Internationally (ISQUA certified) Accredited
- 3.3. The project/initiative/innovation/service should be completely executed in the Indian operations of the participating institute
- 3.4. The project/initiative/innovation/service should have been fully implemented on or after September 01, 2020
- 3.5. The project/initiative/innovation/service should demonstrate an impact for the period October 01, 2020, to September 30, 2022, or major part of the initiative should fall into the defined period
- 3.6. Participating organization/institute must be engaged in providing healthcare services relevant to the category selected to the patients who are travelling from other countries to India for medical treatments
- 3.7. Details submitted should be for the individual hospital and not the group
- 3.8. Employees and immediate family members of the award management, sponsors and partners of the awards are not allowed to participate in the Awards
- 3.9. Participation in the awards is subject to defined rules & regulations available on website <https://www.ahcindia.in/advantage-healthcare-awards-about-us.php>

#### **NOTE –**

- The Jury and or Awards management may modify the eligibility criteria from time to time with retrospective effect, in its sole discretion without prior intimation. Participants should visit the website time to time to understand with all the changes if any and decide upon
- The Jury holds the right to disqualify any application which does not meet the eligibility criteria and background verification without conveying any reason whatsoever

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### **4. Completeness of Entries and Disqualifications**

- 4.1. Participant can apply only once for an initiative /project in a respective category. A separate form must be used in case a sister concern of the organization is participating
- 4.2. Application forms must be filled in English only
- 4.3. The application form needs to be complete in all respects
- 4.4. Disqualification of entries is at the sole discretion of Awards Management and / or Jury, on a case-by-case basis. The said disqualification will be as per the rules and regulations defined for the Awards
- 4.5. If at any time, any information provided by a Participant is found to be incorrect in any manner, then the Participant will be disqualified from the Awards
- 4.6. If after the conclusion of the Awards ceremony, any information provided by any Participant is found to be incorrect in any manner, then the Participant will be liable to return the Awards trophy with immediate effect
- 4.7. Determination of whether information provided by the Participant is incorrect or not is at Jury's and / or Awards Management (as the case may be) discretion and such determination shall be final and binding on all relevant Participant/s
- 4.8. The Jury has the right to ask for documentary proof of information provided/ audit the information provided. If such a request is made and the Participant does not comply within 3 days from the date the request is made, the Participant would be disqualified from the Awards

### **5. Call for Entries and Participation**

- 5.1. Participant can apply for the Awards by submitting the completed application form on the Website: <https://www.ahcindia.in/advantage-healthcare-awards-about-us.php>
- 5.2. The Jury has right to reclassify Application Forms from one award category to another, at its discretion. This is not contestable in any manner by the participant/s

### **6. Receipt of Entries**

- 6.1. A Participant can apply for the Awards by logging on to the <https://www.ahcindia.in/advantage-healthcare-awards-about-us.php> and filling the application form online and attach the supporting documents along with the application form directly on the Website
- 6.2. Last date for receiving completed application forms is as per the discretion of the Awards management, which may be shortened or extended by the Awards Management at its sole discretion without prior intimation
- 6.3. Receipt of application forms after last date of receipt specified may be permitted only at the discretion of the Awards Management and/ Jury
- 6.4. Awards Management will not be responsible for application forms that are received in an incorrect format / Incomplete/ late / corrupt file etc.

### **7. Winner declaration**

- 7.1 The Awards Management reserves the right to offer or withdraw any of the Awards and or gratification as provided herein, at any point of time, including after they have been declared

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- 7.2 Awards Management shall have the liberty, but not the compulsion, to publish information with respect to the submission made by the Participants
- 7.3 Participants represent, warrant, and declare that the details furnished in the application form and supporting documents submitted for the Awards are true, correct, and complete and, wherever required, provided after thorough due diligence and inquiry. In case any of the said information is found to be false or untrue or misleading or misrepresenting, the Participant will be liable and accountable for any consequences resulting thereto including indemnifying the Awards Management for any expenses, costs, losses, claims, or damages incurred due to such act.
- 7.4 The Participant authorizes the Awards Management to use the content submitted as part of its nomination/ participation, in whole or in part and use and display such content and entry, which shall include trade publications, press releases, electronic or social media posting to any Website, electronic hyperlinks to the Website of the Participant, and/or any other display format selected by the Awards Management during the Awards ceremony or at a later point in time as it may deem fit
- 7.5 The Awards Management may, in its sole discretion, exclude a Participant from participating in any part of the Awards on various grounds, which may include without limitation (i) circumstances which renders the Participant unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the Participant; (iii) background verification; (iv) any other reason that, at the Awards Management's sole discretion, would adversely impact the Award. At no point of time will the Awards Management be obliged to notify unsuccessful Participants of its decision
- 7.6 The Awards Management is not responsible if a call to a winner is not successful due to:
- a. Line being busy
  - b. Congestion
  - c. No answer received
  - d. Poor call conditions / unclear reception
  - e. Number engaged
  - f. Call drop
  - g. E-mail not delivered
  - h. Any other reasons
- 7.7 The Awards Management further reserves the right to replace, at its discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Award, with another Participant who should be eligible to be a winner
- 7.8 The Awards Management will reach out to winners within 30 days from winner declaration to obtain details and documentation, if any, to initiate the registration process for the award, if applicable. The Awards Management will make a maximum of 3 attempts to get in touch with such a winner. Failure to contact the winner may result in forfeiture of the award for such Participant and the Awards Management may award the same to subsequent eligible Participant
- 7.9 The Awards Management will use the e-mail used in the registration form to register for the Awards by the Participant, to identify the winner of the Awards won, if any. Inability on the part of the Participant to accordingly show or provide the required identification proof could entitle Awards Management to disqualify the Participant
- 7.10 Awards Management will have no liability to a Participant who is unable to take part in the Awards, for whatever reason and Awards Management shall be entitled to disqualify the Participant(s) from the Awards, at any time, at the discretion of Awards Management
- 7.11 Awards Management further reserves the right to replace, at its discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Awards, with another Participant, notwithstanding that such Participant may have been previously eliminated from the

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Awards and each Participant shall agree to collect the award as and when required by Awards Management to do so

- 7.12 If at any point, it is determined by Awards Management that any person has tampered with the Website, or any data / servers / database / etc. related to the Awards, Awards Management reserves the right at its discretion to revoke any Awards and / or initiate litigation as deemed fit and necessary by Awards Management
- 7.13 Winners who have won the Awards will receive a communication regarding the Awards via email on the registered email id, from the Awards Management, and or on the Website. The details will be intimated by Awards Management to each such winner on the email id provided by them at the time of registration, on a best effort basis. Any Awards not collected / claimed may be forfeited and the winners may be disqualified
- 7.14 Within the stipulated time the winners, will be required to send attested copies of valid photo ID proof(s) issued by the Government of India with address (passport, or any other identity proof, etc. approved by Government of India) and any other documents that may be required by the Awards Management
- 7.15 The winner agrees that the delivery of the award may be delayed because of a delay in submission of documents and/ or any force majeure events which are not within the control of Awards Management, including but not limited to the orders/notifications/restrictions/prohibitions by the Government of India/other countries and / or the respective States/Union Territories
- 7.16 The winners / grand award winner hereby agrees that he/ she shall not hold Awards Management responsible for any delays and/ or disputes and/or claims arising out of the award and shall indemnify the Awards Management against all such claims
- 7.17 The winners hereby agree that in case of any disputes/ claims arising out of the award, the same shall be addressed directly to the Awards Management/Jury
- 7.18 Awards Management may refuse to pay the award to the winners in the event of any fraud, dishonesty, misrepresentation, misconduct, negligence, or non-entitlement on the part of any of such Winner(s) to participate in the Awards, under the Terms and conditions and background verification

### **8 Prohibited Activities**

- 8.1 Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property
- 8.2 Using the Website in any manner intended to damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of the Website
- 8.3 Attempting to gain unauthorized access to the Website, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means
- 8.4 Obtaining or attempting to obtain any materials or information stored on the Website, its servers, or associated computers through any means not intentionally made available through the Website

### **9 Limitations & Disclaimers**

- 9.1 The Awards Management will not be responsible for late/ incomplete/ corrupted/ defective entries and/or which cannot be read or viewed for any reason, and such entries shall stand automatically disqualified. Awards Management shall not be responsible if for any technical, physical, or other reasons, the entry is not received or cannot be read/ viewed/ judged. The Awards Management reserve their right to suspend, cancel or modify, add to, or truncate these Terms and Conditions or

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Award and/or rules relating thereto at any time without notice. Participants shall periodically check this page for updating of these Terms and Conditions.

- 9.2 These Terms and Conditions, the Awards or any information made available in respect to the Awards shall not be construed to be as an offer to invest by FICCI. It is further clarified that nothing in these Terms shall be deemed or construed to constitute or imply any commitment or obligation on the part of FICCI to make any investment or funding in any Participant and will not be liable thereby for the loss/damage their in.
- 9.3 Notwithstanding anything to the contrary, FICCI may in its sole discretion choose to make an offer to fund or invest in any of the Participants. You understand that any such offer may be subject to additional Terms and Conditions, approvals and/or further due diligence by FICCI on such Participant.
- 9.4 Awards Management gives no warranties in respect of any aspect of the Awards, or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an “as-is” basis. Awards Management does not accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event.

### **10 Indemnification**

- 10.1 Each Participant agrees to indemnify, defend and hold harmless FICCI, its employees, officers, directors, representatives, agents, consultants, advisers and third parties, Awards Management, from and against any and all losses, damages, claims, liability and costs of every nature incurred by any of them (including but not limited to litigation costs and attorneys’ fees) in connection with any claim, damage or loss related to the personal information and content of the application form, arising out of its participation in the Awards And/ or any misrepresentation / fraud/ misconduct / mala fide conduct

### **11 Website**

- 11.1 The Website is only an informational <https://www.ahcindia.in/advantage-healthcare-awards-about-us.php> (“Website”) for the Awards. The Awards Management is 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. The 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, including in relation to the selection process or the running of the Awards
- 11.1 The Awards Management shall not be responsible for:
- i. any delivery, failures relating to the registration and or uploading videos/presentations.
  - ii. any SPAM generated messages as result of Participant accessing the Website.
  - iii. Awards 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.

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### **12 Disclaimers**

- 12.1 The Awards Management has no obligation to screen the entry material in advance and is not responsible for monitoring entries for the purpose of preventing violation of intellectual property ownership rights, or violations of any law, rule, or regulation. If the Awards Management is notified of submissions or materials that may not conform to the T&C defined, it may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such an entry from consideration. The Awards Management has no liability and or responsibility to Participants or other users of the Website for performance or non-performance of such activities
- 12.2 Awards Management failure to exercise any right shall not be deemed a waiver of any further rights. Awards Management shall not be liable to the Participants for any failure to perform its obligations in relation to the Awards. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary for this Agreement to otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sub-licensable by you except with Awards Management prior written consent and confirmation. This Agreement shall be governed by the internal laws of India and the parties shall submit to the exclusive judicial jurisdiction of the courts located in Mumbai, INDIA
- 12.3 A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the participants, parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this T&Cs
- 12.4 No agency, partnership, joint venture, or employment is created because of this Agreement, and you acknowledge that you do not have any authority of any kind to bind Awards Management in any respect whatsoever.

### **13 Systems and Availability**

- 13.1 Awards Management, its affiliates, process advisors, contractors, partners and promoters are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Participant / Participant's ability to participate, including any injury or damage to Participant or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. Awards Management is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted, or misdirected answers, which will be disqualified
- 13.2 Any loss or outrage or dissatisfaction suffered by the course of the Awards by a Participant would not be the responsibility of Awards Management and/or its associates/ affiliates and Awards Management or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction
- 13.3 In the event any data loss happens, Awards Management may have to continue with whatever data is available, or in any other manner as it may deem reasonable. Awards Management should not be held responsible for any loss of data, or the action taken on account of the same. Awards Management will not be held responsible to make good any such loss or dissatisfaction on account of such loss



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- 13.4 Multiple entries are not accepted by the Awards management. Participants are advised to select 'only 1' category from the application form and submit their ideas accordingly
- 13.5 Prior to start of the Awards, the Participant must check that the Websites are operational and functioning correctly. The Participant is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the Website
- 13.6 In the rare cases, the server is down during the call for entry period, Awards Management will, at its discretion but not as an obligation, determine such measures as it may deem fit
- 13.7 The Participant acknowledges that all possible issues may not have been identified by Awards Management and its partners and agrees to hold harmless Awards Management and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the Participant or the Participant's property, or device shall not be the responsibility of Awards Management or its partners
- 13.8 No person (i.e., either the Participant, or any person on behalf of the Participant) shall initiate litigation against Awards Management or its partners in any manner without first providing Awards Management a complaint at <https://techinnovators.hdfccapital.com/> and providing Awards Management an opportunity to address the complaint
- 13.9 Awards Management shall not be liable for any failure of the application server or system during Awards

### **14 Confidentiality and Publicity**

- 14.1 Awards Management shall keep all the information collected from the Participant confidential and shall not share the information so collected with any party, save and except for the purpose of the Awards. The Participant by providing the aforesaid sensitive personal information hereby agree that Awards Management shall have the right to share the information so collected with such other third party as required for the purpose of the Awards and hereby agree that they shall not file any claim against Awards Management for sharing of such personal information. Any information shared by the Participant to Awards Management shall be handled by Awards Management in Terms and Conditions of the privacy policy of Awards Management.
- 14.2 By entering the Awards, Participant agree to participate in any media or promotional activity resulting from the Awards as reasonably requested by the Awards Management at their expense and agree and consent to use of their name, logos and/or likeness by the Awards Management.
- 14.3 Awards Management will contact Participant in advance of any Awards Management media request for interviews. The submissions may also be used for promotional, marketing, press and media purposes and Participants agrees to waive any rights and not assert any intellectual property rights that they have or may have in the project submission. Awards Management reserves the right to publish the name, logos/ IP, and likeness of the Participant, on Website or through other media for publicity purposes. Participants acknowledge that they will not be paid for use of name and/or likeness or project submissions and hereby relinquish (and with respect to its company, if applicable) any past, present, or future monetary or other claims against Awards Management and its affiliates for this use.
- 14.4 None of the Participant shall, without the prior written approval of Awards Management, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Awards. The Participant shall not disclose any information whatsoever relating to Awards Management to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation.
- 14.5 The Participant shall always keep confidential all particulars and details regarding the Awards

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- 14.6 Any photographs, videos etc. submitted by the Participant s/winners to Awards Management or recorded, shall on submission / creation become the property of Awards Management and shall be available to Awards Management for exploitation across all mediums throughout the world in perpetuity. The Participant (s) shall ensure that the photos or videos submitted by them in any public domain, or their performances shall not be obscene, vulgar, defaming, denigrating women, or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. The Participant (s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- 14.7 Acceptance of these Terms and Conditions by the Participant constitutes permission for Awards Management, including its affiliates, to click photographs, record videos of the Participant (s) and use the Participant (s) name, photographs, likeness, voice, and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

### **15 Privacy**

- 15.1 Participants agree that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored, and otherwise used by Awards Management and its affiliates for the purposes of conducting and administering the Awards only. By entering the Awards, Participant agree to the transmission, processing, disclosing and storage of this personal data by Awards Management and its affiliates.
- 15.2 The Participants confirm that it always has and, will continue to have, competence and necessary authorisation/ consent from all relevant individuals whose data is being shared, as required under applicable data protection legislation, for the Awards Management to use and disclose such personal data in accordance with the Terms and conditions and that such individuals have been given all the requisite and necessary information regarding its use

### **16 Warranty and Indemnity**

- 16.1 Participant warrant that their entry submission is their own original work and, as such, they are the sole and exclusive owner and rights holder of the entry submitted and that they have the right to submit the entry in the Awards and grant all required licenses. Each Participant agrees not to submit any entry that: (a) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity, or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law
- 16.2 To the maximum extent permitted by law, Participant indemnifies and agrees to always keep indemnified Awards Management from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default, or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Participant agrees to defend, indemnify and hold harmless Awards Management from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorney's fees) arising out of or accruing from: (i) any project submission or other material uploaded or otherwise provided by Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Participant in connection with the Awards; (iii) any non-compliance by Participant with these Terms and Conditions; (iv) claims brought by persons or entities other than the parties to these Terms and Conditions arising from or related to Participant's involvement with the Awards; (v) acceptance, possession, misuse or use of any award or

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participation in any Awards-related activity or participation in the Awards; (vi) any malfunction or other problem with the Website in relation to the entry and participation in the Awards by Participant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Awards by Participant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any award or winners in relation to the entry and participation in the Awards by Participant.

- 16.3 Participant and / or any of its affiliates, shall not, without the prior written consent and confirmation of FICCI, issue any media releases, public announcements or public disclosures, or use and/or publish the name, trademarks, trade names, logos or service marks of FICCI and/ or its parent entity (i.e. HDFC Limited) or its parent's affiliates, including, without limitation, in promotional or marketing material or in other promotional information (including but not limited to brochures, reports, letters, white papers, and electronic media such as e-mail or web pages, or social media) or any other materials, or as part of a list of customers/ clients, provided that nothing in this agreement shall restrict any disclosure required by law, regulation or legal, judicial process (including an order of a court of competent jurisdiction) or a written requirement of a regulatory authority having competent jurisdiction, in which case, to the extent legally permissible and reasonably practicable, the Service Provider shall promptly notify FICCI in writing prior to making any such disclosure.

## **17 General**

- 17.1 Participant agrees that the Participant is legally capable of entering and participating in the Awards and agrees to the Terms and Conditions
- 17.2 Participant understands and agrees that merely participating in this Awards does not entitle the Participant to an award/honor or to any other form of consideration
- 17.3 Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify Awards Management from any claims, costs or damages from infringement or alleged infringement of the IP/ logo or trademark of any party or the defense of a claim or any costs payable thereof
- 17.4 Participants for the purpose of entering the Awards, automatically grants the 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 Website in any display format selected during the Awards as it deems fit
- 17.5 The Awards Management reserve the right to, at its discretion, withdraw or amend or add to the Terms and Conditions 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 because of participating or attempting to participate in the Awards, the Awards being withdrawn, or its rules amended
- 17.6 Should a Participant wish to withdraw from the Awards, kindly inform the Awards Management in writing on at any time up to one week prior to the final Awards ceremony
- 17.7 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
- 17.8 In the event these terms and conditions 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

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17.9 If Participants are unclear as to the Rules & Regulations 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 address:

Ms. Anshu Varshney  
FICCI, Federation House,  
1 Tansen Marg, New Delhi-110001  
Ph.: 011- 23487362  
[www.ahcindia.in](http://www.ahcindia.in)

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