

Samsung Solve for Tomorrow India

Terms and Conditions (“TnC”)

By entering into this “Samsung Solve for Tomorrow” competition (“Competition”) you (the “Applicant”) agree to be bound by these terms and conditions. Any information at www.samsung.com/in/solvefortomorrow or set out elsewhere in the application process form part of these terms and conditions.

FOR SAKE OF CLARITY, IT IS CLARIFIED THAT THE COMPETITION SHALL BE IMPLEMENTED END TO END AND INDEPENDENTLY BY OUR IMPLEMENTATION PARTNER VIZ. FOUNDATION FOR INNOVATION AND TECHNOLOGY TRANSFER, INDIAN INSTITUTE OF TECHNOLOGY DELHI (IIT-D). ALL QUERIES RELATED TO THE COMPETITION SHALL BE ADDRESSED BY FOUNDATION FOR INNOVATION AND TECHNOLOGY TRANSFER, INDIAN INSTITUTE OF TECHNOLOGY DELHI (IIT-D).

Entry into the Competition signifies acceptance of these Terms and Conditions.

The Competition is divided into three phases with a selection process at each phase, so that only those participants who pass a phase can participate in a subsequent phase.

1. Definitions

Term	Meaning
“Applicant”	means each individual/Team applying to participate in the Competition.
“Conditions”	means these conditions of participation.
“Competition”	means the “Samsung: Solve for Tomorrow” competition.
"Competition Brief"	means the brief against which the Applicants must submit an Idea as part of their Entry
“Cash Prize”	Means and includes: <ul style="list-style-type: none">• Cash prize of INR 20000 (INR Twenty Thousand only) (subject to applicable taxes, if any) per Participant to be given to top 30 Participants as shortlisted in the Phase 1 of the Program;• Cash prize of INR 100000 (INR One Lakhs only) (subject to applicable taxes, if any) per Participant to be given to top 10 Participants as shortlisted in the Phase 2 of the Program;• Cash Prize of INR 5000000 (INR Fifty lakhs only) (subject to applicable taxes, if any) per Participant to be given to top 3 winners as shortlisted in the Phase 3 of the Program.

Term	Meaning
“Design Thinking”	means cognitive, strategic and practical processes by which design concepts (proposals for products, buildings, machines, communications, etc.) are developed.
“Entry”	means application form/entry filed by team or individual on www.samsung.com/in/solvefortomorrow as per the requisite format within the timeline containing necessary details.
“Entries”	means every entry.
“Finalist”	means a Participant that has been selected to take part in Phase 3 of the Competition.
“Final Pitch Event”	Means the final pitch event where the Top 10 Participants shall pitch their idea to a Grand Jury on the Grand Finale
“FITT” or “Implementation Partner”	means Foundation for Innovation and Technology Transfer, an incubation centre at Indian Institute of Technology, Delhi, the implementation partner for Samsung Solve for Tomorrow.
“Idea”	means the idea or solution entered by an Applicant in response to one of the Themes.
“Participant”	means the individual or Team that has made an Entry and shortlisted for participation in the Competition as per the screening criteria of Samsung and Implementation Partner.
“Phase 1”	Shall have the meaning ascribed under Clause 3 of this TnC setting forth the proposed activities to be conducted during such period.
“Phase 2”	Shall have the meaning ascribed under Clause 3 of this TnC setting forth the proposed activities to be conducted during such period.
“Phase 3”	Shall have the meaning ascribed under Clause 3 of this TnC setting forth the proposed activities to be conducted during such period.
“Proof of Concept”	means demonstration of idea with evidence, in order to demonstrate its feasibility of the Idea.
“Prototype”	means a pre-production sample, model, or release of a product that is used to test a concept or process.
“Samsung”	means Samsung India Electronics Private Limited.
Government Collaborations	means such government entities in India who may collaborate for Solve for Tomorrow.
“Submissions”	means any information submitted by an Applicant at any stage in relation to the Idea/Theme as part of submission to the Competition.
“Team”	means group of maximum 3 individuals who are applying together as a team to participate in the Competition.

Term	Meaning
“Theme”	means one of the themes as set by Samsung as the basis for the Competition and enumerated under Clause 4.2 below.
"Winners"	3 final successful Participants selected at the Final Pitch Event who are awarded Cash Prizes.
“Winning Criteria – Phase 1”	means the criteria as set forth in Clause 4.5 of this TnC.
“Winning Criteria – Phase 2”	means the criteria as set forth in Clause 5.6 of this TnC.
“Winning Criteria for Phase 3”	means the criteria as set forth in Clause 6.6 of this TnC.

2. Eligibility

- 2.1 The Competition is open to Indian nationals aged 16 to 22 years on the final day of the application period (31/05/2023-17:00 hours (IST)). Registration of Applicant between the age group of 16 to 18 can be done by the parent/guardian on behalf of the Applicant. Only individuals can participate and not entities like partnership firms, companies etc.
- 2.2 Applicant does not need to pay any amount for application.
- 2.3 Top 10 teams including Top 3 winners of the 2022 program will not be eligible to apply for the Solve for Tomorrow 2023 program
- 2.3 Employees or agents of Samsung or its implementation agencies, or any of its group companies or their immediate families or households or anyone professionally connected to the Competition are not eligible to participate.
- 2.4 Ideas that are currently receiving funding or support, or which have previously received funding/support of Rs. 5,00,000 (INR Five Lakhs only) or above in total (including series of fundings) in any manner whatsoever are not eligible to enter.
- 2.5 The Competition is open to single individual or teams comprising of up to three (3) individuals.
- 2.6 If an Applicant is making an entry for a team, the Applicant, and all team members jointly and severally accept, that the entry is made on their behalf subject to these terms.
- 2.7 Each Applicant may only be part of one entry, either on their own or as part of a single team. In other words, an individual cannot participate as more than one Applicant or as members of more than one Team
- 2.8 Each Applicant/Team shall submit one (1) Idea only.

- 2.9 Applicants must create their own work, and not copy text, images, audio, or video recordings from third parties. It has to be an original work and not reproduction of work created by others.
- 2.10 Participants that are shortlisted must be available to attend all workshops, mentoring sessions and the Final Pitch Event as directed by the Implementation Partner, in order to be eligible to win the Competition. Samsung, at its sole discretion, reserves the right to disqualify any such Participant who fails to attend any such workshops, mentoring sessions, final pitch event or other events as directed by Implementation Partner/SIEL.
- 2.11 Each Applicant will act in good faith, cooperate with any requests from Samsung or its Implementation Partner, in a timely manner and not act in a manner which may adversely affect Samsung's reputation, or adversely affect the health, safety or wellbeing of Samsung or implementation partner's staff or that of any other Applicant. Samsung reserves the right to disqualify any Applicant who breaches the provisions or requirements of these Terms and conditions.

3. Tentative Timetable of the Challenge

The entire Competition runs from April 4, 2023 to approximately October 30, 2023, tentatively scheduled as follows:

PHASES	ACTIVITY	TENTATIVE TIMELINE
PHASE I (April – May 2023)	Applications Open	04 April 2023
	Application Deadline	31 May 2023 (17:00 hours IST)
PHASE 2 (June – Mid July)	Top 30 Shortlisted Participants and Announcements	13 June 2023
	Design Thinking online classes for Top 30	13 June 2023 – 25 June 2023
	Samsung site visits	27 June 2023 – 30 June 2023 (subject to change)
	Bootcamp at IIT-Delhi for Top 30	03 July 2023 – 07 July 2023 (subject to change)
	Announcement of Top 10 teams	11 July 2023 (Subject to change)

PHASES	ACTIVITY	TENTATIVE TIMELINE
PHASE 3 (Mid July – October 2023)	Prototyping online class	As per discretion of FITT
	Media shoots	July – August (subject to change)
	Finale Pitch Event	October 2023
	Announcement of Top 3 winning Participants	October 2023

All dates/timelines stated above are tentative and subject to change at sole discretion of Samsung and/or Implementation Partner. Changes in timelines will be notified in the website of www.samsung.com/in/solvefortomorrow and Applicants are advised to keep checking the website from time to time.

Exact dates and curriculum of workshops, online classes and the pitch event will be confirmed closer to the time, and the Implementation Partner will endeavour to work with Phase 2 Participants to secure convenient dates, however, final dates shall be confirmed SIEL at its sole discretion and attendance on the finalised dates will be mandatory in order to progress with the Competition. Samsung reserves the right to disqualify any Participant for failure to attend the sessions and no claims whatsoever shall be entertained in this regard.

4. Phase 1 - Qualification

4.1. Applicants must submit their Entry by duly and completely filing the Application Form on www.samsung.com/in/solvefortomorrow by 17:00 hours (IST) on 31 May 2023 (the “Application Deadline”).

4.2. Each Applicant can submit a maximum of one (1) entry.

The Entry must consist of:

- the fully completed online application form, with answers to all questions, and
- a voluntary image(s) showing the design of their idea in a JPG or PPT form. This can be super-imposed on the application form in the space given for the design.
- a self-attested copy of any government document of identity.

Suggest an innovative solution in the Application of one of the following Themes:

- Education & Learning

- Environment & Sustainability
- Health & Wellness
- Diversity & Inclusion

- 4.3 Entries will be reviewed and judged by a panel of reviewers of FITT, IIT-Delhi. The Entries which do not meet the requisite Eligibility Criteria or does not meet the requisite submission criteria of the Entry (including not attaching relevant documents) shall stand rejected in the first place. The panel of judges shall review the Entries to determine the thirty (30) Entries which, in the panel of reviewers' view, best meet the selection criteria for Phase 1. The panel of judges' decision is final.
- 4.4 The thirty (30) Participants whose Entries have the highest scores will be notified by email or uploaded on the Samsung Solve for Tomorrow portal and shall proceed to Phase 2 of the Competition.
- 4.5 The selection criteria for determining the winning Entries in Phase 1 includes the following criteria ("**Winning Criteria Phase 1**"):

Ideas submitted on Applications will be judged on:

- Best use of technology (app, product or service) to address one of the four (4) Competition Themes
- Consideration of the needs of the intended target audience;
- Creativity and originality of the Idea;
- Feasibility of the solution with current technology and resources considered;
- Potential for the idea to beneficially impact society and/or the environment;
- Potential to reach its intended target audience.

5. Phase 2 – Idea Development

- 5.1 Only those thirty (30) Participants who were successful and notified in accordance with clause 4.4 above can participate in Phase 2.
- 5.2 In Phase 2, Participants must further develop their Idea to a more complex concept based on a detailed feedback from FITT mentors.
- 5.3 The Top 30 teams may also receive expert guidance from FITT and receive online training as part of the Competition
- 5.4 Each valid submission will be reviewed and judged by a panel of judges comprised of employees or agents of Samsung and/or key partners of the Solve for Tomorrow

program as identified by Samsung at its sole discretion. The full name of the judges shall be made available at www.samsung.com/in/solvefortomorrow. The panel of judges shall review the Entries to determine the ten (10) Entries which, in the panel of judges' view, best meet the Winning Criteria Phase 2 as set forth in Clause 5.6 below. The panel of judges' decision is final.

5.5 The ten (10) Participants whose Developed Idea have the highest scores basis the selection criteria identified in Clause 5.6 below will be notified by Samsung by email/uploaded on the Samsung Solve for Tomorrow portal and will proceed to the Phase 3 of the Competition.

5.6 Selection criteria for Phase 2 includes the following criteria ("Winning Criteria Phase 2"):

Ideas will be judged on:

- Best use of technology (app, product or service) to address one of the four (4) Competition Themes;
- Clear development of the idea since its original submission at Phase 1;
- Demonstrable use of research and/or testing to understand the needs of the intended target audience;
- Creativity and originality of the Idea;
- Feasibility of the solution with current technology, resources, laws and regulations considered;
- Potential for the Idea to beneficially impact society and/or the environment;
- Potential to reach its intended target audience;
- Demonstration of design thinking;
- Quality of the presentation of the Idea

6. Phase 3 – Finale Pitch

6.1 Only those 10 (ten) Participants who were successful and notified in accordance with clause 5.5 above can participate in the Final Pitch Event. The Top 10 (ten) Participants may also receive expert guidance from SIEL, FITT or such other mentors/experts nominated by SIEL.

6.2 Each Finalist will supplement their developed Idea with a live presentation at the Final Pitch Event. The presentation will take place in front of representatives from Samsung

and/or such other representatives/experts as may be nominated by Samsung, its Implementation Partner and any government entity collaborating for the Program etc.

- 6.3 If the Finalists plan to support their presentation with multimedia, this content must be sent by email to the email address provided by SIEL/Implementation Partner prior to the final presentation submission deadline.
- 6.4 Each developed idea as supplemented by its presentation will be assessed by a panel of judges comprised of employees or agents of Samsung or and/or such other members as identified by Samsung at its sole discretion. Full name of judges shall be made available on the Solve for Tomorrow website at www.samsung.com/India/solvefortomorrow. The panel of judges shall review the Entries to determine the three (3) ideas which, in the panel of judges' view, best meet the Winning Criteria Phase 3. The panel of judges' decision is final.
- 6.5 The final results of 3 winners will be announced at the pitch event which may be an event live-streamed on TV and/or other digital platforms or may be recorded and streamed subsequently.
- 6.6 Selection criteria for Phase 3 includes the following criteria ("**Winning Criteria Phase 3**"):

Ideas will be judged on:

- Best use of technology (app, product or service) to address one of the four (4) Competition Themes;
- Quality of detail and clarity within the final plan as showcased at the Pitch Event;
- Clear development and refinement of idea since Phase 2, including creation of prototype and testing with intended target audience;
- Creativity and originality of the idea;
- Feasibility of the solution with current technology, resources, laws and regulations considered;
- Potential for the idea to beneficially impact society and/or the environment;
- Potential to reach its intended target audience;
- Demonstration of design thinking.

7. Prize

- 7.1 The first selected thirty (30) Participants shortlisted by Winning Criteria – Phase 1 will receive a cash prize of INR 20,000 (Indian Rupees Twenty Thousand only) (subject to applicable taxes, if any) per Participant for developing their prototype. In case of a Participant being a Team, it is clarified that the Team shall jointly receive the cash prize of INR 20,000 (Indian Rupees Twenty Thousand only). In addition to the cash prize, each member of the Top 30 Participants will receive such Samsung products as advised by Samsung.
- 7.2 The top ten (10) Participants in Phase 3 shortlisted by Winning Criteria – Phase 2 will receive a cash prize of Rs. 1,00,000 (Indian Rupees One Lakh only) (subject to applicable taxes, if any) each for finalising their prototype. In case of a Participant being a Team, it is clarified that the Team shall jointly receive the cash prize of INR 1,00,000 (Indian Rupees One Lakh only). In addition to the cash prize, each member of the Top 10 Participants will receive such Samsung products as advised by Samsung.
- 7.3 The three (3) winning Participants will be the highest scoring finalist as selected by Winning Criteria – Phase 3. The cash prize to the 3 winning Participants is capped at INR 1.50 Crores (INR One Crores and Fifty Lakhs only) which will be divided equally amongst 3 Participants and hence, each winning Participant will receive INR 50,00,000 (INR Fifty Lakhs only) each subject to applicable taxes. In case of a Participant being a Team, it is clarified that the Team shall jointly receive the cash prize of INR 50,00,000 (Indian Rupees Fifty Lakhs only). This will be a cash prize disbursed after the Grand Finale event.
- 7.4 Samsung reserves the rights to disqualify Participants if their conduct or content is defamatory, offensive or contrary to the spirit or intention of the Competition.

8. Use of Submissions

- 8.1 SIEL, the Implementation Partner, the Government entities collaborating in the Competition, may, at their sole discretion, publish content produced by the Participants and winners in connection with this Competition (including photos, videos, recordings of Participants at any time and for any reason in respect of the Competition) on their respective websites, across their social media channels including YouTube (which may include paid spend), newsletter, for internal use, public relations and reporting of the Samsung Solve for Tomorrow campaign, as well as any trade shows, in its stores and channel stores and public screens, whether now known or invented in the future, and in connection with any publicity of the Competition.
- 8.2 Each Participant warrants that they are the person who created the Submission submitted to this Competition and are the owner of the Idea submitted. The Participant

shall indemnify SIEL, the Implementation Partner other relevant entities collaborating for the Program and hold them harmless from and against any losses, damages, liabilities, obligations, claims (including third party claims), actions and demands, including without limitation reasonable legal fees, arising directly or indirectly from any breach of warranty set out in this clause or for any breach of obligations as set for the under these terms or conditions or for any breach of confidentiality or for breach of any third party intellectual property rights or for any act or omission of the Participant whatsoever.

- 8.3 Each Applicant agrees that Samsung and FITT, IIT Delhi, and their affiliated companies, other relevant entities collaborating for the Program are entitled to report about the Competition, including the Participant's Ideas, Developed Solutions and Final Solution, images, photos, videos etc including for marketing purposes and participation in the Competition shall be deemed consent by the Applicants for all such disclosures whatsoever and no claims shall be entertained whatsoever in this regard.

9. Personal Data - Rights to Use Names, Images and Videos

- 9.1 Samsung is the Data Controller for the Competition. FITT, IIT Delhi is Samsung's Data Processor for the purposes of the Competition.
- 9.2 Samsung and Implementation Partner shall only use your personal data for the purposes of operating and administering the Competition (including contacting the Applicants in relation to the Competition and award activities), and the below publicity and marketing purposes.
- (i) Each Applicant that makes it to Phase 1, 2& 3 understands that Samsung and FITT, their affiliated companies and other relevant entities collaborating for the Program, may use their name, location and age in publicity and marketing relating to the Competition.
 - (ii) Each Applicant that makes it to Phase 1, 2 & 3 understands that Samsung and FITT, their affiliated companies and other relevant entities collaborating for the Program, may use personal data, such as photographs and videos, which the Participant submits in publicity and marketing relating to the Competition.
 - (iii) Each Applicant that makes it to Phase 1, 2 & 3 understands that Samsung and FITT, their affiliated companies and other relevant entities collaborating for the Program, may take and use photographs and videos at the events in publicity and marketing relating to the Competition.
 - (iv) Each Applicant understands that Samsung and FITT Delhi, their affiliated companies, relevant entities collaborating for the Program may use their email

id/phone number for contacting in case of any future similar competitions to be held by Samsung and/or its Implementation Partner.

9.3 Each Applicant's personal data will be held in accordance with SIEL's Privacy Policy.

10. Legal Terms

10.1 Representation and Warranties by Applicant/Participant:

- (i) Applicant/Participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By participating in the Competition, the Applicant/Participant warrants that all information provided by the Applicant/Participant regarding its name, age, state, city, address, phone number, etc., is true, correct, accurate and complete and that the Participant is authorized to provide such information and consents to the use of such information by Samsung and/or Implementation Partner. In case of Applicant/Participants between the age group of 16 to 18, all necessary registrations and consents shall be completed by the parent/guardian. In case, any discrepancies are identified at a later stage, Samsung and/or Implementation Partner shall have the right to disqualify such Applicant/Participant at its sole discretion.
- (ii) Applicant/Participant agrees and consents that any and all information submitted by the Applicant/Participant including but not limited to the submissions and personal information of the Applicants/Participants may be required to be shared with other third parties engaged by Samsung and/or Implementation Partner, for the purposes of verifying and/or audit the authenticity of the entries received from the Applicants/Participants. Further, the Applicant/Participant hereby understands that such third parties may be located outside the jurisdiction of India and notwithstanding anything, each Participant consents to transfer of information (including any personal information) to any such locations.
- (iii) Applicant/Participant gives Samsung or its authorized third party partner, the right to publish and broadcast anywhere in the world, for editorial, advertising, promotional, marketing and/or other purposes and in any media, Applicant/Participant's and/or Winner's name, image, likeness and/or photograph, comments, discussions (except where prohibited by law) for the purposes of filming the Competition, without any further permission or consent or consideration in any form, including but not limited to, royalty. Applicant/Participant authorizes Samsung, to copy, exhibit, publish, distribute or otherwise use and disclose project reports, analysis, data, images and any information pertaining to the submissions made under this Program for any other marketing and public relations efforts or for any other lawful purpose. The material

may be used in electronic media, printed publications, multimedia presentations, on websites or in any other distribution media. Applicant/Participant approves the disclosure by Samsung of material to the media, the public and other individuals and entities that may be involved in Samsung's marketing and public relations efforts. Applicant/Participant agrees that he/she will make no monetary or other claim against Samsung for the use of submissions done under the Program, and hereby release Samsung from all claims for damages of any kind based on the use of material or information provided the Applicant/Participant under the Program.

- (iv) Samsung will not accept any responsibility of licensing and copyright issues of the used images.
- (v) Applicant/Participant hereby agrees to indemnify and keep Samsung, its associated companies, its event management company and their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of any act of omission, commission, fraud, negligence or misconduct by the Applicant/Participant.

10.2 Disclaimers:

- (i) Samsung shall not be responsible for any force majeure event that may prevent an Applicant/Participant from participating in the Competition or that may result in cancellation/postponement of the Competition. Further, Samsung will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or entries; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of Samsung; or (e) any printing or typographical errors in any materials associated with the Competition or (f) any delay, damage, non-receipt, lost, misrouted prize.
- (ii) Samsung shall not be liable for delay in delivery of prizes due to any reason whatsoever. Samsung disclaims any and all liabilities associated with the same.
- (iii) Samsung has the right to cancel entries with incomplete information or illegal contents (such as statements of a racist, sexist or defamatory nature) or statements glorifying violence or any other content which could be construed as deriding or insulting or similarly offending specific individuals or groups etc.

- (iv) The prize cannot be exchanged with any product or item, is non-transferable under any circumstances. Accessories, if any shown with the prize picture may not form part of gift to be provided to the Participant(s). The decision of Samsung in respect to the prize shall be final and no dispute shall be entertained in this regard.
- (v) Samsung shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss. Standard manufacturer's warranty, if any, shall be applicable for any Samsung products provided as part of the Program
- (vi) The applicable tax for the gift (if any) will be borne by such winners only.
- (vii) Samsung reserves the absolute right to amend the Terms of the Competition or extend the Competition Period or cancel or discontinue the Competition or any part thereof or change the format of the Competition or any part thereof at any time without giving any reasons or prior notice. Samsung reserves the right to substitute the prize under this Competition, at its sole discretion. Samsung's decision as to color and model of Samsung products which may be provided shall be final and binding.
- (viii) Competition shall be void in any state where prohibited by law. In such case, Samsung shall not be liable to provide any free cash-back, gift(s) or compensation to the Participant on any account.
- (ix) Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.
- (x) In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Competition, its services, these Terms (however arising, including negligence). Samsung shall not be responsible for any product or service liability of any kind.
- (xi) Competition is subject to validation, including without limitation, verification of eligibility through checks as deemed appropriate by Samsung, Implementation Partner and complete compliance with these Terms; Samsung reserves the right to verify the Applicant/Participant(s) details either on its own or through its authorized agency / person and the Applicant/Participant(s) shall provide all necessary assistance in such verification. In exercising this right, the Applicant/Participant(s) may be required to provide any documentary or other form of evidence, and if evidence does not establish

the same then Samsung, in its sole discretion, will have the right to disqualify the Applicant/Participant(s).

- (xii) Applicant/Participant acknowledge and agree that Samsung and/or Samsung authorised partners that are entrusted by Samsung may collect, use, disclose, transfer and store their personally identifiable data/ information in accordance with the Samsung's Privacy Policy. It is important that Applicant/Participant reads the Privacy Policy carefully.

10.3 Intellectual Property Rights:

All rights, title and interest including but not limited to the Intellectual Property Rights in the promotional material(s) and any/all registrations/applications received shall vest solely and exclusively with Samsung at all times and Samsung shall be entitled to use the database of the entries received or any information in any media for future promotional, marketing and publicity purpose without any further reference or payment or compensation to Applicant/Participant. Applicant/Participant shall be solely responsible for any consequences which may arise due to any kind of infringement of copyrights or any kind of intellectual property rights belonging to any other person/entity etc. and also undertake to indemnify Samsung and its officers, directors, employees etc on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis.

10.4 Grant of License and Restrictions

- (i) Samsung hereby grants the Applicants a non-exclusive, non-transferable, limited, personal and revocable right and license to access and use the relevant apps/portals etc in respect of the Program ("Service") for the personal use only, provided that the Applicants comply fully with these Terms. The Applicant's access to the Service is licensed, not sold. All references to the Service includes all related content, such as text, graphics, user interfaces, scripts and software used to implement and provide access to the Service, and any updates, upgrades, enhancements, modifications, revisions or additions to the Service made available by Samsung. The Applicants acknowledge and agree that some of the functionalities or services offered by the Service may be provided by Samsung's affiliates or subcontractors/ authorised partners on behalf of Samsung.
- (ii) Participating in the Competition requires Applicant's device to have access to the Internet via mobile network or WiFi (fees may apply), and requires obtaining updates or upgrades made available by Samsung from time to time so as to access the

website/portal/app etc of Samsung. Because participating in the Competition involves hardware, software, Internet access and applicable updates, Samsung shall not be responsible or liable for any failure to participate on account of any of these factors. Applicant acknowledges and agrees that complying with such system requirements, which may be changed from time to time, is its responsibility. Applicant hereby consents to receive notices, disclosures and other communications regarding the Competition via email, SMS, in-application messages and other communications.

- (iii) Applicant shall not interfere or attempt to interfere with app/portal/website relevant for the Program in any way through any means or device including, but not limited to, spamming, hacking, and uploading computer viruses or time bombs, or any other means. The Applicant may not use the Service for commercial purposes or for any purpose that is unlawful or prohibited by the Terms. The Applicants are specifically prohibited from using the Service in connection with any contents, services, programs or applications that (i) are in violation of any third party's rights, including but not limited to intellectual property rights; or (ii) contain viruses or other harmful software, code or other malwares that impact or limit the functions or services provided by the Service or the devices supporting the Service.
- (iv) The Applicant shall not reverse-engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, circumvent or otherwise translate (or encourage or assist any other person to do any of the foregoing) the Service in whole or in part.
- (v) Samsung, in its sole discretion and without notice to the Applicants, may immediately (i) suspend or terminate the use of Service of Applicants; (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to the Service.

10.5 Jurisdiction:

Decision of Samsung in relation to the Competition and matter incidental thereto shall be final and binding on the Applicants and Participants. All disputes shall be governed by the laws of India. These Terms shall be governed by exclusive laws of India and the courts located at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Competition.