



### **The Awards Selection Process**

1. The Awards Selection Process is explained in this section. This applies to all Award Categories other than those for which a separate process may be outlined.
2. There is a multiple layered filtration process followed by shortlist the entries.
3. All entries will be checked for completeness, adherence to terms and conditions listed in the Awards Brochure and Entry Form, and adherence to qualification criteria for the respective award categories.
4. The Awards Management will be appointing Subject Matter Experts from the relevant fields and also take help from Senior Professionals, Academics and Bureaucrats to assist in the evaluation process.
5. In the event insufficient number of application forms for a category are found to be worthy of inclusion in the Awards, the Award category may be cancelled at the discretion of Awards Management.
6. The Grand Jury will be appointed in coordination with Government of Maharashtra and will consist of reputed individuals and senior government officials.
7. The evaluation process can be broadly classified into two levels of scrutiny of entries:
  - a) The Screening Jury will shortlist entries received in each category based on the agreed set of criteria. These shortlisted entries will then be presented to the Grand Jury panel.
  - b) The Grand Jury will decide on the final winners from among the shortlisted entries.

8. The decision of the Grand Jury is final and binding on all the contestants. The announcement of the winners will be made at the Awards function which will be held in the presence of all the shortlisted candidates and other dignitaries.
9. The Awards Function will be held in Mumbai region at December 2019, the date for which will be announced later.

### **General Terms and Conditions**

1. The entity must have completed at least 2 years of operations in India as on 15th July 2019 for all Awards categories except for the Emerging Business awards. The start date of the business needs to be mentioned on the form.
2. Entries must be signed by an authorized management representative of the Entity. The name and designation of the person signing should be clearly mentioned.
3. An Entity can apply for one or more Award categories that it satisfies the eligibility criteria for.
4. Participation in the Awards does not entitle the Applicant to a prize.
5. Participation in the Awards ceremony is by invitation only. Participation in the Awards does not entitle the Applicant to attend the Awards ceremony.
6. The information mentioned in the Entry Form and presented to the Jury should be authentic. As an integral requirement of the Award process, an audit may be carried out along with field visits to validate information provided in the Entry Form and to the Jury. In case any information is found to be false, the entry may be disqualified.
7. Entry to this competition and / or winning this competition does not entitle the Entity / Applicant, its associates, family or agencies to any rights of ownership, license or use in or to the MEDC brand. If you wish to make any use of the MEDC brand for any purpose then, you must agree that with MEDC in writing before doing so. In case MEDC agrees in writing to grant any such rights (which shall be at

the sole discretion of MEDC) it reserves the right to withdraw permission at any time without prior notice.

8. MEDC reserves the right to amend these terms and conditions at any time without notice.
9. MEDC reserves the right to cancel or vary this competition at any time without prior notice.
10. MEDC may disqualify an Applicant or withdraw the Award from a winner, in case any information provided by the Applicant is found to be faulty or incorrect at any stage of the Awards process or after the awards ceremony is held.
11. MEDC may withdraw or modify any Award category in case there is not enough number of eligible applicants in the given category.

### **Intellectual Property:**

1. MEDC, its business partners and Award Management are not responsible for obtaining or verifying any intellectual property rights relating to the responses that have been entered. It is the responsibility of the Applicant to secure protection for any information that is being shared before submission. Any patents, design applications or registrations, trademark applications or registrations, other rights, permissions or applications should be referred to in the Entry Form, and proof of the same may be required subsequently.
2. The applicant must confirm that he/she is the legal owner of all intellectual property (and moral rights) in relation to the Entry and, if not, that he/she has obtained all necessary permissions and licenses from relevant third parties. The responses must be original and not in breach of a third party's intellectual property rights. If an applicant is unable to confirm that he/she is the legal owner of all intellectual property (and moral rights) in relation to the Entry or that he/she has obtained all necessary permissions and licenses from relevant third parties to the appointed Jury's satisfaction,

MEDC reserves the right to disqualify the Entry. The Applicant shall indemnify and keep MEDC its business partners and Award Management indemnified against all claims, losses, damages, costs, expenses, etc. arising out of any third-party claims on account of infringement on the part of the Applicant.

### **Confidentiality**

1. The Awards Management and Jury shall maintain confidential any and all information pertaining to the Applications / Nominations / Winners and will only be held towards sufficing any purpose for the Awards. They will take the same degree of care as each of them uses to protect his or her own confidential information of a similar nature, but no less than reasonable care to prevent the unauthorized use, dissemination or publication of confidential information.

### **Liability:**

1. This competition will be governed by the laws of India and any dispute will be subject to the exclusive jurisdiction of the Mumbai courts.
2. The Applicants agree to indemnify all parties involved in the Award including MEDC, the judging panel, its Enablers and its employees against any third-party claims that could arise from submission of information in the Entry Forms to the competition.
3. Under no circumstances will the Applicant be permitted to obtain awards for any losses or damages, and you (the Applicant) hereby waive all rights to claim punitive, direct, indirect, incidental and consequential damages and / or any other damages on account of your participation in the competition / Awards.

### **Publicity and Promotion:**

1. The applicants of the MEDC MAHA EXCELLENCE AWARDS 2019 agree to take part in any publicity and promotional activity surrounding the Awards program and similar future events.
2. Any Applicant to the Award may be asked to take part in publicity and promotional activities for MEDC. By entering the Award, the Applicant is accepting that their story, details, images and footage can be used for publicity purposes. The Applicant may be invited to personally partake in publicity opportunities such as interviews put forward to the applicant by MEDC and its business partners.
3. All information being shared may be used by MEDC for evaluation and promotional purposes and all such information may be posted in public domain like websites, publications, etc.
4. The Applicant agrees to give full consent unconditionally for MEDC to share any information provided by the Applicant with agencies working with them with regards to the Awards, its recording and broadcasting and related activities including agencies involved with MEDC

### **Other Rules:**

1. Awards Management and the Jury reserve the right to withdraw or amend the terms of Awards at any time, with retrospective effect, and do not take the responsibility for any loss or damage, direct or consequential, that any individual or organization, including the Applicant / Nominee / Finalist, may suffer as a result of the Awards being withdrawn or its terms amended.
2. Application / Entry to Awards will be construed as an acceptance of the terms and conditions stated in the Awards Brochure, and the Entry Form duly signed by the authorized representative of the Applicant. The Applicant will signify their acceptance of the Terms and Conditions.
3. Each applicant will be self-certifying the contents of the form and details provided with the application.