

PAN: AAECI9693N | GSTIN: 27AAECI9693N1ZM

### #ALLYCHALLENGE TERMS & CONDITIONS

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#### 1. Introduction

- 1.1. #AllyChallenge (the "Competition") is being organised by Inclusion First Consultancy Pvt. Ltd. and all its units and affiliates ("Pride Circle") and the details of the Competition form part of this Terms & Conditions
- 1.2. Website" refers to (www.thepridecircle.com/allychallenge) and all interlinked website
- 1.3. To enter the Competition, you must enter as directed on the website(s) and/or social media platform(s) (Link: <a href="Instagram">Instagram</a>, <a href="Twitter">Twitter</a>, <a href="LinkedIn">LinkedIn</a>, <a href="Facebook">Facebook</a>).
- 1.4. Promotions on social media are in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Google Plus, Instagram, LinkedIn or any other social network.
- 1.5. You agree to voluntarily provide your data to Pride Circle. The information provided by you will be used in conjunction with Pride Circle's <u>Privacy Policy</u>.
- 1.6. You also agree to voluntarily provide your data with Crowd9 PTY LTD ("GLEAM website"), Pride Circle's technology partner for this project, and such shared data will be used in conjunction with their Privacy Policy.

#### 2. Eligibility

- 2.1. To be eligible to participate in the Competition, you MUST be:
  - 2.1.1. a real person
  - 2.1.2. not less than 13 years old in age
- 2.2. You must NOT be an employee, officer or agent of Pride Circle and of any person or organisation involved in organising, implementing, promoting or running the Competition.
- 2.3. Participation in this contest is purely voluntary.
- 2.4. Pride Circle shall not be responsible for any amount paid to any third-party by way of donation/purchases or any other transaction.
- 2.5. The participation in this Competition is purely voluntary.
- 2.6. Pride Circle reserves the right to request proof of your eligibility if there is a doubt over your eligibility for the Competition.

#### 3. Entry Requirements

- 3.1. You must be willing to provide your full name and contact details. These details, including address, will be needed for shipment purposes only.
- 3.2. All entries must be made directly by the person registering for the Competition.
- 3.3. Use of a false name or address may result in immediate disqualification.
- 3.4. Pride Circle accepts no responsibility for difficulties experienced by you in submitting an entry to this Contest. Pride Circle does not accept responsibility for
  - 3.4.1. lost, late or undelivered entries or,
  - 3.4.2. any technical or access issue, failure, malfunction or difficulty that might hinder your ability to enter the Competition or,
  - 3.4.3. any event which may cause your entry or the Competition to be disrupted or corrupted.
- 3.5. The maximum number of entries for the Competition shall be at the sole discretion of Pride Circle.



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- 3.6. Registration and entry into the Competition will be deemed as acceptance of these terms and conditions in their entirety.
- 3.7. You can only register for this Competition once. In case of more than one registration(s), Pride Circle reserves the right to disregard all registration(s) by you and remove your access to the Website.
- 3.8. Pride Circle does not charge any amount for the purpose of this Competition from you and is not involved in any third-party entity or any other monetary transactions.

#### 4. Modes of Participation

- 4.1. Individual Participation
  - 4.1.1. You can register directly from the Website or use a referral link which has been shared with you by an already registered participant.
  - 4.1.2. You earn points by
    - 4.1.2.1. completing the daily challenges,
    - 4.1.2.2. successful referrals, and
    - 4.1.2.3. completing bonus tasks.

#### 4.2. Group Participation

- 4.2.1. You can form a team of 50 or more individuals to be eligible for Group Participation.
- 4.2.2. The team could be a Company/ Organization/ Collective/ Educational Institution.
- 4.2.3. An authorized representative will sign up on behalf of the group, after which a unique Website link will be generated for your group.
- 4.2.4. This unique link should then be shared with all your group members.
- 4.2.5. All group members MUST sign up using the shared unique link only.
- 4.2.6. For the purposes of this Competition:
  - 4.2.6.1. Group score is the aggregate score of all participants who signed up using the group unique link.
  - 4.2.6.2. All members of a group can also generate individual referral links to share in their circle of friends /family, who are not part of the group.
  - 4.2.6.3. Each group member will be ranked for individual participation while being ranked as a group too. Your individual score will be listed on the Individual LeaderBoard and the aggregate Group score will be listed in the Group Leader Board.
  - 4.2.6.4. No person can be part of more than one group.
  - 4.2.6.5. Point(s) cannot be traded among group members.

#### 5. Important Dates

- 5.1. The registration for the Competition shall open on 14th June 2021, 12:00 PM IST.
- 5.2. The Competition shall open for challenge entries from 21st June 2021, 11:30 AM IST and shall close to entries on 28th June 2021, 11:59 AM IST. Only entries received between these dates shall be considered.



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- 5.3. Any challenge entries received prior to 21st June 2021, 11:30 AM IST and post 28th June 2021, 11:59 AM IST shall not be considered and will be held invalid.
- 5.4. Pride Circle does not own any responsibility for entries that are not received by Pride Circle, regardless of the reason.

#### 6. Evaluation, Winner(s) Selection and Prizes

- 6.1. The Competition entries shall be evaluated and the winner(s) shall be selected based on the criteria specified on the Website.
- 6.2. If you do not meet the eligibility requirements or are subject to any entry restrictions, you shall not be entitled to be adjudged a winner(s) and to any of the related benefits or prizes in any circumstances.
- 6.3. Pride Circle's decision in respect of evaluation of Competition entries tand adjudication of winner(s) shall be final and binding and no correspondence/disputes/complaints will be applicable or entertained.
- 6.4. The prizes are not transferable to another individual and no cash or other alternatives will be offered. In the event of a prize being unavailable, Pride Circle reserves the right to offer an alternative prize of equal or greater value.
- 6.5. Subject to applicable laws, Pride Circle shall not be liable for any losses, taxes, liabilities, or inconvenience suffered by any participant as a result of these terms and conditions, entering into this Competition or accepting any part of the prize.

#### 7. Copyright and Moral Rights

- 7.1. You warrant to us that you created your Competition entries, that you own all of the copyright in those entries, and that Pride Circle's use of the entries in accordance with these rules will not infringe any person's intellectual property rights and/or other legal rights.
- 7.2. You grant to us an exclusive, worldwide, royalty-free, perpetual, and irrevocable license to copy, store, edit, distribute, transmit and publish your Competition entries.
- 7.3. To the maximum extent permitted by applicable law, you irrevocably and unconditionally waive your rights to be identified as the author of your Competition entries and to object to any derogatory treatment of your Competition entries.
- 7.4. You hereby give express permission to Pride Circle to freely distribute your entry in any publication and media whether online, offline or on the internet.
- 7.5. Material sent to Pride Circle including feedback and other communications of any kind as well as your entry to this Competition ("Submitted Materials") shall be deemed to be non-confidential. Pride Circle shall be free to reproduce, distribute and publicly display such submitted materials without limitation or obligation of any kind.
- 7.6. Pride Circle is also free to use any ideas, concepts, know-how or techniques contained in your entries or submitted materials for any purpose.

#### 8. Data and Publicity

8.1. All entrants must be willing to provide full name and contact details.



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- 8.2. The winner(s) agree(s) to the prospective use of their name, photograph and likeness.
- 8.3. Incomplete information provided or failure to provide true and accurate information as stated in these terms and conditions, failure to submit proof of identification and/or address will automatically disqualify the winner(s)
- 8.4. To the extent permitted by applicable law, Pride Circle reserves the right to use your image, photograph, name and likeness in post-Competition publicity material and in advertising, marketing or promotional material in any media by any means throughout the world for any purpose connected with the products or services of Pride Circle without additional compensation or prior notice to any and all participants. You agree that you consent to the same.
- 8.5. All other personal details collected as part of the Competition will be used in conjunction with Pride Circle's <u>Privacy Policy.</u>

#### 9. General Terms and Conditions

- 9.1. The Competition will be governed by these terms and conditions. You agree that they have read and understood these terms and by their participation in the Competition, you agree to be bound by these terms.
- 9.2. Pride Circle is under no obligation to select you or any of the participant(s) as the winner(s), and reserves the right to halt/cancel the Competition or your participation at any point.
- 9.3. Nothing herein amounts to a commitment by Pride Circle to conduct further, similar, or other contests in future.
- 9.4. Pride Circle reserves the right to cancel, amend or alter the Competitions and/or these terms and conditions and reject entries from entrants not entering into the spirit of the Competition, with or without notice.
- 9.5. Pride Circle reserves the right to cancel, amend or alter the Competitions and/or these terms and conditions without notice in the event of a catastrophe, pandemic, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of Pride Circle's control. Any changes to the Competition will be notified to entrants as soon as possible by Pride Circle.
- 9.6. In addition to these terms & conditions, other specific terms may be imposed by Pride Circle from time to time to deal with any unforeseen situation. Pride Circle also reserves the absolute right to change the terms and conditions contained herein and, or, any other rules and regulations in respect of the Competition at any time without any notice, without assigning any reason and without any liability whatsoever. You are requested to refer to such other terms and conditions, if any, which may be intimated separately as Pride Circle considers fit. However, you agree that there is no obligation on Pride Circle to separately intimate you and/or each participant regarding such additional terms and conditions.
- 9.7. Pride Circle's decision in respect of all matters to do with the Competition will be final and no correspondence/disputes/complaints will be applicable or entertained.
- 9.8. The Competition and these terms and conditions will be governed by Indian law and any disputes will be subject to the exclusive jurisdiction of the courts of India.
- 9.9. Pride Circle shall have the absolute and sole discretion to determine whether any participant should be disqualified by reason of failure to abide by these terms and conditions, bad faith, fraud, hacking or attempt to hṣack or installing/ running scripts, bots or virus, or any other legitimate reason. Pride Circle has the authority to delete and block such accounts/ users without any notice.



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- 9.10. Pride Circle shall not be liable in any manner whatsoever for any claims, losses, damage, costs, or expenses in connection with or arising from this Competition, the redemption or use of the prizes
- 9.11. Copyrighted, obscene, provocative, or otherwise questionable content will not be considered. Pride Circle India retains sole discretion as to what constitutes inappropriate content.
- 9.12. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Competition, these terms and conditions shall prevail.
- 9.13. Pride Circle shall not be liable under or in connection with these terms and conditions or for this Competition or using the Prize for any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the participant and Pride Circle and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
- 9.14. You understand that each of the officials of Pride Circle engaged in the organization and management of this Competition including its directors, officers, partners, employees, consultants, and agents are under no obligation to render any advice or service to you in respect of this Competition.
- 9.15. You undertake to indemnify and keep Pride Circle harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by Pride Circle due to breach of any of the terms and conditions herein contained.
- 9.16. Any disputes, differences and/or any other matters in relation to and arising out of this Competition and/ or pertaining to these terms and conditions shall first be referred to arbitration under the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Bangalore, India. The Competition, its rules and terms and conditions shall be governed by and construed in accordance with applicable laws in India and will be subject to exclusive jurisdiction of the courts at Bangalore alone. The Rules of Indian Council of Arbitration ("Rules") shall apply to the arbitration proceedings and the arbitration shall be conducted by a sole arbitrator to be appointed as per the Rules.
- 9.17. You must ensure that your participation in the Competition is lawful in accordance with the laws of India. Neither Pride Circle nor its representatives or agents shall be taken to make any representations, express or implied, as to the lawfulness of any participant's participation in the Competition.

#### 10. Pride Circle's details

- 10.1. This Competition is run by Inclusion First Consultancy Pvt. Ltd. doing business as Pride Circle.
- 10.2. You can contact Pride Circle and its representatives via:
  - 10.2.1. Email: contact@thepridecircle.com
  - 10.2.2. Instagram: www.instagram.com/pride circle
  - 10.2.3. Facebook: www.facebook.com/PrideCircles
  - 10.2.4. LinkedIn: www.linkedin.com/company/pride-circle
  - 10.2.5. Twitter: www.twitter.com/pride circle