

**Talentrack Awards
2023
Terms & Conditions**

These terms and conditions (Terms) apply to and govern the “**Talentrack awards 2023**” organized and conducted by Fameposter Career Services Private Limited.

By accessing this site ‘www.talentrackawards.in’ and participating in the Awards, you (You, Your User) agree to have read, understood and to be bound by these Terms. Fameposter Career Services Private Limited reserves the right to modify these Terms without any prior notice. You are advised to regularly view and access these Terms. If you do not agree with any of the Terms and any amendments thereto, you must not use this site/service or participate in the Awards. Fameposter Career Services Private Limited shall mean and include its affiliates, group companies, Awards partners, Awards sponsors, knowledge partners, process partners, its agents, representatives, its employees, officers, directors.

Awards	Talentrack Awards 2023 (‘Talentrack’)
Owner of the awards	Fameposter Career Services Private Limited (‘Fameposter’)
Awards Management	Personnel from Fameposter or appointed / engaged by Fameposter are responsible for the conduct of the Awards
Website	www.talentrackawards.in
Participant	Any individual, institution, entity, company or enterprise that submits their respective Entry to participate in the Awards as per these Terms, or is selected / nominated by the Jury or the Awards Management
Jury	An independent panel of people appointed / engaged by Awards Management to shortlist and select Winners in each Category

Objective

Talentrack awards will recognize and felicitate people, franchises and organizations across categories - including advertising agencies, brands, filmmakers, artists, content producers, distributors, publishers etc.

Award Categories

- The Award categories may be changed / modified / split / merged / increased or cancelled by the Awards Management based on the number of entries received in each category, and the quality of the entries
- In the event that there are no Participants in a category are found to be worthy of inclusion, then the Award category may be cancelled. The jury 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. The Awards management will not entertain any queries in this regard.

Eligibility Criteria for the Awards

- The content must have been initially created and released or exploited via the Internet (i.e., first public or private exhibition occurred via a video sharing site or unique URL) between April 1, 2022 to August 31, 2023
- The video sharing site or unique URL should have been created for public viewing and not for purpose of the award
- Participants should be Indian registered entities or foreign entities with a registered presence in India. Appropriate documentation will be furnished for authentication if requested
- Organizations applying for the Award must have completed at least 2 years of operations in India as on December 31, 2022. Appropriate documentation will be furnished for authentication if requested. For ‘Digital Content Start-up of the Year’ category the organization should be registered for at least 1 year as on December 31, 2022
- An individual participating in the Award must have completed 18 years of age as on December

31, 2022. Appropriate documentation will be furnished for authentication if requested

- Eligible content doesn't need to have been produced during the eligibility period, but has to be launched on a digital platform during the eligibility period which is April 1, 2022 to August 31, 2023
- Content which was initially premiered and/or first released, distributed, or exhibited in any other media, whether before, during, or after the eligibility period, is not eligible to apply
- The content not eligible for consideration, whether or not they were created for a digital platform are trailers, preview, episodes of established shows previously broadcasted on other media, commercials, feature films launched on other media etc.
- To be eligible for the Performance based categories, the individual(s) must have performed in an eligible program
- The participant should not be a winner of the Award in the previous editions with the same winning entry
- Each category may be awarded three winners. This is subject to the jury evaluation
- To be eligible for an Award; the organization, company, or other entity, must have produced (or caused the production of) and otherwise own and/or control an eligible content
- Content will be considered in the form that they appear online during the eligibility period and must remain posted online and available for public review at a specified URL or Web page during the Review Period (From April 1, 2022 to August 31, 2023)
- Programs that contain obscene or pornographic material, propagate "hate" messages, make defamatory statements, or which are otherwise offensive are not eligible to participate
- Fameposter Career Services Private Limited and its affiliates, subsidiaries and group companies are not allowed to participate in the Awards. Employees and immediate family members of sponsors and partners of the awards are not allowed to participate in the Awards
- The final eligibility of Participants will be subject to the discretion and approval of the Awards Management and/or the Jury
- A participating organization can send entries in more than one award category or apply more than once in the same category provided a separate application form to be filled
- Employees and immediate family members of the award management, sponsors and partners of the awards are not allowed to participate in the Awards
- The final eligibility of the Participant will be subject to the discretion and approval of the Awards Management and Jury

NOTE –

- The jury may modify the eligibility criteria from time to time with retrospective effect
- The jury holds the right to disqualify any application which does not meet the eligibility criteria without assigning any reason whatsoever

Timelines

- Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on circumstances.
- Awards Management and its sub-contractors shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Awards or its ceremony or any part of its processes or public voting on account of any factors beyond its control

Call for entries

- The call for entries for the Awards will be announced in one or more media platforms and / or by direct communication with potential Participants, and that shall be construed to be adequate notice for call for entries
- If, multiple partners apply for the category, then they should agree amongst themselves who would be the rightful owner of the content. The Award's management or any of its partners will not be involved in deciding the same
- Entries will be accepted in English language only. In case of regional language subtitles / translation needs to be included
- In case if Participant fails to submit the required documentation, they may be disqualified from

participation

- The Jury has the right to reclassify application forms from one category to another or reject and application form, at its discretion. This is not contestable in any manner

Instructions for submitting the video

Participant can apply for the Awards by:

- No hard copy will be accepted
- Participation in the Awards in any manner will be construed as an acceptance to the terms and conditions stated herein
- A participant can apply for the 'Talentrack awards 2023 by logging on to the website www.talentrackawards.in and submit your entry along with the supporting documents directly on the website
- Last date for receiving completed application forms is 18:00 hrs. on September 30, 2023
- Receipt of Application Forms after last date of receipt specified may be permitted only at the discretion of the Awards Management
- Awards Management will not be responsible if the entry submitted is damaged / lost due to lack or lapse in any communication on account of internet failure
- All mandatory questions (symbolized by *) must be answered. Incomplete entries with incomplete sections may not be considered.
- Participation in the Awards in any manner will be construed as an acceptance to the Terms and conditions stated herein

Appropriate documentation will be furnished for authentication if requested by the awards management been included within 3 working days

- Organization Incorporation date on company letterhead
- Launch date of content launched on company letterhead
- Client approval letter to use content, if applicable
- Age proof for individuals in form of license, passport, birth certificates etc.

Completeness of Entries/ Disqualification

- All mandatory fields of the entry need to be complete in all respects; else it may be disqualified from participation
- Supporting documents such as photos, videos, screenshots, photographs, references, project plan, demo and other material can be submitted for each entry on a non-returnable basis
- Disqualification of entries is at the sole discretion of the Jury, on a case-by-case basis
- If at any time, during the Awards process or post the Awards, any information provided by any Participant is found to be incorrect in any manner, then the Participant will be disqualified from the Awards

Award

- In case an Award is unclaimed by the winner due to any reason the same will result in forfeiture of the Award by such Winner and Fameposter Career Services Private Limited shall not entertain any claims in this regard thereafter
- Award is not transferable or assignable and shall not be assigned to any other person. There is no cash substitution, cash redemption or cash value in lieu of the respective Award
- Fameposter Career Services Private Limited gives no warranty and shall not be liable for the quality, warranty or replacement of the Award. All taxes, levies and charges relating to the Awards, if any will be borne by the Winners

Additional Information

- Participants may be contacted for any additional information to verify the information provided. Such information sourced from the Participants will become part of the original application
- Awards Management has the right to ask for documentary proof of information. If such a request

is made and the Participant does not comply within 3 working days from the date the request is made, the Participant may be disqualified from participation in the Awards

- Information provided by the Participant will be confidential and will be used only for the limited purpose of evaluating the Participant's entry to these Awards
- Awards Management or team appointed by Awards Management will try to contact the Participant on best effort basis by any means deemed appropriate
- In the event it is not possible to contact any Participant to obtain information on them, interview them, etc. such Participant may be disqualified from further participation
- The participant hereby irrevocably authorizes the Awards Management to use the data gathered during and/or the Awards in respect of the participants. This shall be the property of Fameposter Career Services Private Limited and Fameposter Career Services Private Limited shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Fameposter Career Services Private Limited brand. Awards Management shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the participants during the Awards. Further, Awards Management shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the Awards

Validity and Correctness of Information

- If at any time, including after the conclusion of any of the Award ceremonies, any information provided by any Participant(s), is found to be incorrect in any manner, then the Participant will be liable to be disqualified and / or return the Award. Awards Management may also take penal action against the Participant for providing false information to participate in the Awards
- Determination of whether information provided as fair and accurate rests with the Jury and Awards Management

Determination of the Winners

- The jury will evaluate the participants on predefined evaluation parameters, based on the application form / presentation submitted by them
- There could be one or more winners in each award category, at the discretion of the Jury
- The determination of who should receive an award for any award category rests with the Jury
- The Jury's decision is final and binding on all nominees
- Application Forms received would be collated under each award category for evaluation by Awards Management
- Determination of the Award category to which an application belongs is at the discretion of the Jury
- Awards Management reserves the right to make the final judgement in case of any ambiguity in Rules and Regulations / disputes over suitability
- Only CEO or heads of participant organization would be contacted in case Jury needs further information. Jury comprising eminent persons from related fields, for determination of winners. The cost of travel incurred by participants, if any, would need to be borne by the participant
- Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Awards and agree to the Terms. Participant is competent (i.e. Participant are of legal age and mental capacity) and eligible to enter into this legally binding agreement on Participant.
- Participant understands and agrees that merely participating in this Awards does not entitle the Participant to a prize or to any other form of consideration
- Participant warrants and represents to the Awards Management that all information including any communications, software, photos, text, video, graphics, music, sounds, images and other material submitted or recorded in any manner by the Participant or the partners of Awards Management including Awards Management for consideration for the Awards are solely owned by the Awards Management and do not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the Fameposter Career Services Private Limited, and the Awards Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or the defense of a claim or any costs payable thereof

- Participant must enter the Awards at their own will and the Awards Management are not in any way obligated or liable for any loss or costs that the Participant may suffer or incur and nothing is payable to the Participants for participating in the Awards or any event prior to or following the Awards
Participants for the purpose of entering the Awards, automatically grants Fameposter Career Services Private Limited a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry
- The Awards Management reserves the right to, at its discretion, withdraw or amend or add to the T&C 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 as a result of participating or attempting to participate in the Awards, the Awards being withdrawn or its Terms amended
- Should a Participant wish to withdraw from the Awards, kindly inform Awards management in writing at any time up to one week prior to the final awards ceremony
- 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 New Delhi, India
- The Participants indemnify Fameposter Career Services Private Limited, its employees, officers, contractors, partner or other persons used by them in relation to this Awards and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Awards Management by any third party in connection with the Participants participation in or winning the Awards, which is inconsistent with any of the warranties and representations made by the Participants, or due to breach of these Terms and shall reimburse Fameposter Career Services Private Limited for any loss, costs, expense, or damage to which said indemnity applies. Fameposter Career Services Private Limited shall give the Participant prompt written notice of any claim or actions covered by this indemnity, and the Participant shall have the right, at its own expense, to participate in any such action
- Decision of Awards Management on all matters is final and binding on all Participants and no correspondence will be entertained on the same
- In the event these Terms 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
- The Participant agrees to give full consent unconditionally for Fameposter Career Services Private Limited to share any information provided by the Participant with agencies working with them with regards to the program, its recording and broadcasting and related activities including agencies involved with Fameposter Career Services Private Limited
- The decision of Fameposter Career Services Private Limited in relation to the interpretation of any of these Terms shall be final and binding on the participants

Website

- The website is only an informational website www.talentrackawards.in (the "Website") for the awards. Fameposter Career Services Private Limited or its subsidiaries or holding entities are 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. Fameposter Career Services Private Limited 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 Fameposter Career Services Private Limited relating to the selection process or the running of the Awards
- Fameposter Career Services Private Limited shall not be responsible for:
 - i. any delivery, failures relating to the registration 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

Disclaimers

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 Awards Management is notified of submissions or materials that may not conform to the Terms, 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 or responsibility to Participants or other users of the Website for performance or non-performance of such activities