



CONTESTS TERMS & CONDITIONS

The following terms and conditions apply to IGI Expression Awards 2021 (“The Contest”) organised by International Gemmological Institute India Pvt. Ltd., (“the Organiser/IGI”) conducted through Organiser Website i.e., <https://www.igi.org/expressions>;

The Purpose of this Contest is to create and promote culture of jewellery design across globe.

- Contests (“Contest”) are open for all Applicant/Contestant/Participant who are of minimum 18 years of age and above and capable of entering into this Contest, except employees of Organiser and their close relatives and anyone otherwise connected with the organiser or Jury of the Contest.
- By entering this Contest, an Applicant/Contestant/Participant is indicating his/her agreement to be bound by these terms and conditions, Terms of Use of IGI Website, Terms and condition of website and its Privacy policy of Organiser and confirming that he/she is legally capable of entering into this Contest.
- At the time of making the Application and submission of his/her design for contest (“Submissions”), the Applicant/Contestant/Participant shall ensure that the application form has been duly filled and all the necessary and complete details have been provided along with the necessary supporting details as per the Contest Participation Criteria. The Participant hereby acknowledges that Application made by the Applicant/Contestant/Participant shall be disqualified, at sole discretion of Organiser, if any information provided in the application form is found to be false, untrue, incomplete or misrepresented.

- Contestant / Applicant hereby declare that the details furnished in the application are true and correct and undertake to inform Organiser of any changes therein, immediately i.e. within 24 hours of submission or on/or before 20th Oct 2021. In case any of the information furnished in the Contest Application form and or design submitted through Contest Application form, as provided on IGI website, is found to be false or untrue or misleading or misrepresenting, the Applicant/Contestant/Participant is fully aware that he/she shall not only be held liable for it but also his/her application shall be disqualified without notice. Contestant/Applicant/Participant further represent, warrant, assure, declare and confirm that the design submitted by Contestant/Applicant/Participant along with his/her application for this contest is solely created by Contestant /Applicant /Participant and it is Contestant/Applicant original design and is not copied or otherwise replicated from any third-party design. Contestant /Applicant /Participant also acknowledge that he/she have read the terms & conditions of Contest Participation Criteria, Contest Terms and Condition, terms & Conditions of IGI website and its Privacy Policy and hereby agree to be fully compliant and adhere, abide by it.
- Applicant / Contestant hereby agree and confirm that a particular submission of Design shall only be considered for 1 (one) category and segment by Organiser. In the event the same Design has been submitted in multiple categories and segments then said Applicant shall stand disqualified from all other categories and segments without any further notice.
- The Applicant/Contestant hereby represent, warrant and declare that the Design submitted by him/her along with application for this contest is never submitted for any other contest in the past to this Organiser or to any other organiser and the design is exclusively submitted only for this contest. The Applicant hereby agree and confirm that if Organiser comes to know that the

design submitted in this contest is already submitted for other award events held by the Organiser or by any other Organiser, then as per the Sole discretion of Organiser the application of the Applicant shall stand disqualified and Applicant shall solely remain liable for all the demand, loss, claim and damages claimed by third party on organiser and Applicant hereby unconditionally confirm and agree to indemnify against all such claim and demand of whatsoever nature made by third party on the organiser immediately upon demand and Applicant shall also indemnify the Organiser for any loss, claim, fine and penalty including cost and expenses incurred in defending such claim, demand etc by Organiser.

- Contestant / Applicant hereby represent that he/she has fully complied with Contest Participation Criteria as populated on IGI website under Expressions Award caption as well as respective resident law of applicant and hereby acknowledge and confirm that if any Application or submission does not meet the Contest Participation Criteria and Contest Terms and Condition and laws of respective resident country of applicant, as solely decided by the Organiser then said application shall stand disqualified without any notice.
- Participation in the Contest constitutes acceptance of the terms and conditions of the Contest contained herein as well as the applicant fully in compliance of their respective resident laws. The Winners will be declared and Prizes will be provided in accordance with Contest Participation Criteria and subject to these terms and conditions. Any Application not compliant with these terms and conditions will be deemed to be invalid and disqualified. The Organiser reserves the right to amend the terms and conditions of the Contest at any time without prior notice.
- In order to enter into this Contests the applicant has to make application <https://www.igi.org/expressions#> of IGI website and furnish all details and comply with Contest Participation Criteria as provided

<https://www.igi.org/expressions#> of IGI website. In the event the Organiser is unable to verify the entry due to any error, the Application will be considered invalid and void.

- Application for Contest are deemed to be received only if Participants fully comply with Contest Participation Criteria and these terms and condition of Contest along with Terms and Conditions and Privacy Policy of IGI website
- Application will be screened and qualified by the Organiser as per the criteria laid out in Contest Participation Criteria and as per the Terms and condition of Contest. The selection of application by jury of the Organiser shall be based upon the criteria laid out in Contest Participation Criteria and Terms and condition of Contest.
- The Prize of the winner will be as per the Contest Participation Criteria as more specifically clarified under the caption of Recognition and Reward. The prizes are not transferable. The Organiser reserves their right to change the Prize at any point of time without prior notice. Any tax, levyable or any kind of duty of whatsoever nature on Prize article either at the place of organising country or at the country of resident of winner shall be borne by Winner alone.
- The Organiser will notify the winner and Winners will have to collect the prize from the Organiser office if Contestant/Applicant is from the same city where Organiser office is present. If the winner is from another city where Organiser office is not present, Organiser will send the prize through courier/post/bank transfer. The organiser reserves their right to deduct the cost of bank transfer, taxes and other levies from prize money.
- Prize winners will be notified as per the Communication address details provided by Contestant / Applicant in their application form. The Organiser at its discretion may use the identity details of the Winner, as provided by he/she while submitting application, before hand overing of Prize.

- Should the winner be non-contactable or winner does not approach Organiser within 14 days of declaration of winner, the Organiser reserves the right, in its sole discretion, either to award the prize to a replacement winner, forfeit the prize or donate the prize to charity.
- The selection of winner is done through panel of judges appointed by the Organiser and selection criteria is subjective as more specifically stated in Contest Participation Criteria. The Applicant fully recognise and confirm that the Organiser fully reserve to amend the criteria mentioned in Contest Participation Criteria at any point of time, without any intimation/notice.
- Since the selection criteria are subjective in nature and hence there is no fixed equation or mechanism for selecting the winner. The Applicant hereby acknowledge and confirm that the criteria laid out in Contest Participation Criteria are broader in nature and jury may exercise their own expertise and discretion in evaluating any of the top 6 application for declaring the final winner in each Form (i.e. CAD and SKETCH) under each category (i.e. 1) Millennial light weight Jewelry, 2) Cocktail Wear Jewelry and 3) Bridal Jewelry.
- In the event of a dispute, the winner's entitlement is subject to the sole discretion and final decision of the Organiser. The Organiser's decision is final and no correspondence will be entertained.
- Prizes must be taken as they are and are strictly not refundable or exchangeable for cash or extendable in validity.
- It is a pre-condition of accepting application to this Contest that winners specifically consent to the Organiser for publication of their names, photo, other necessary details and their design on Social Media Platform or on any other platform, in the various events organised by Organiser for publicity purposes. The Applicant also unconditionally grant consent to Organiser to use the design submitted by the applicant for exploiting commercial benefits.

- Winners must also present their valid photo identity (such as Aadhar Card, Passport, Driving Licence etc. issued by respective government authority) and other requisite details at the time of claiming winning prize for verification purpose.
- The Contestant/Applicant/Participant hereby agree and confirm that in the event that none of the Submissions of Design in a particular category are declared as the winners, the jury and Organiser may, in their sole discretion cancel such category. Such decision of the Jury and Organiser shall be final and non-contestable
- In the event the winner announced has been subsequently disqualified for any reason whatsoever, Organiser and the Jury may announce an alternate winner
- The Organiser is not liable for any damage, loss, injury or disappointment of whatsoever nature suffered by any participant as a result of entering the Contest or accepting the prize or any injury or damage to the participant's or any other person's personal property including but not limited to a computer or mobile telephone relating to or resulting from participation in or downloading/uploading any materials in connection with the Contest.
- The Applicant/Contestant/Participant hereby agree and confirm that he/she shall not cause any loss, harm, damage or disrepute to the reputation and the brand name carried by the Organiser or of Jury.
- The cost, if any, associated with preparation and submission of their design for the Contest or thereafter is the participant's responsibility and Organiser is not all liable for the same. No fees is required to be paid by the Applicant for participating in this Contest.
- Applicant/Contestant/Participants warrant that the design submitted along with application is the original work of the participant and, as such, the participant is the sole and exclusive owner and rights holder of the submitted

work, and that the participant has the right to submit the work to this Contest and grant all required licenses to Organiser and on the sole discretion of the Organiser, to display the same in various events, magazine or on any social media platform and also fabricate and manufacture single unit of said design for display and auction purpose, if said design has been selected as Winner by jury. Each participant agrees not to submit any design, information or documents that:

- infringes any third party's proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, or confidentiality obligations; and
- otherwise violates any applicable laws and regulations.
- All entries submitted must NOT contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales or use of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing or which is otherwise inappropriate, in the sole discretion of the Organiser, nor may the name submitted contain any derogatory references to the Organiser or any other person or entity including brands or trademarks of the organizer or any other person or entity.
- The Organiser does not assume any liability for any unlawful or unlawfully produced submission/content entry.
- The Organiser reserves the right to remove, at its sole and absolute discretion, any application and submission therein deemed inappropriate or that it is not



in compliance with the terms and conditions of the Contest or as per the criteria laid in Contest Participation Criteria.

- This contest is valid w.e.f. 22nd September 2021 to 28th October 2021 and thereafter the contest cease to exist. If there are less than 2 participants / Application per category and segment then Organiser reserve the right to cancel the Contest.
- If for any reason the Contest is not conducted as planned, whether caused by infection of computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Organiser which corrupt or affect the administration, security, fairness or integrity of the Contest, the Organiser reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Contest.
- Any personal information collected by the Organiser is for the sole purpose of conducting the Contest including the judging of entries and notification of the winners of the Contest under these terms and conditions and for utilising the same by the Organiser for publication in their various events, magazines etc. By participating in this Contest, participants consent to the Organiser's use of their personal information in accordance with the terms and conditions of the Contest.
- The Organiser reserves the right to suspend and/or disqualify any participant from participating in any future Contest and the Organiser shall not be required to provide any reason or justification to such participant.
- By making the Application to this Contest, you hereby agree that you have permitted IGI / Organiser to use your personal data, information and design provided by you in connection with the Application and such other

information, data and materials (whether audio-visual or otherwise) in connection with your participation in this Contest.

- Organiser shall collect and store such information, including but not limited to personal information and information relating to the Submissions, as may be provided by the Participant.
- The Participant hereby further agrees that any information provided by the Participant (including in the form of photographs and personal information submitted in connection with the Submissions shall be provided at the Participant's sole discretion and risk. The Participant understands that Organiser does not guarantee any confidentiality with respect to any information or personal data submitted by the Participant during its participation in the EXPRESSIONS AWARD 2021. Organiser may disclose such information to third parties as may be required for the performance of their services to IGI in connection with the EXPRESSIONS AWARD 2021. Organiser may disclose any information to the extent such information is required to be disclosed by Organiser by order or direction of a court or tribunal of competent authority under Applicable Law or by a governmental statute, order, decree, regulation, rule or law or is required to be disclosed to any governmental authority, regulatory authority, stock exchange or auditor.
- Organiser reserves the right to send notifications to the Participants in relation to the EXPRESSIONS AWARD 2021 and any other initiatives of Organiser via e-mail or such other modes as it may deem fit.
- The Applicant/Contestant/Participant hereby expressly agree and confirm that he/she hereby grants to Organiser i.e. International Gemmological Institute India Pvt. Ltd., a non-exclusive and irrevocable license to broadcast, exhibit, showcase, manufacture, fabricate, promote and publish the Design of Applicant/Contestant/Participant, in their promotional material and advertisements as it deems fit by Organiser at their sole discretion as well as

for commercial benefits. The intellectual property rights owned by IGI shall be independent and the use or broadcast of the submissions/designs for promotional and advertisement purposes shall not be deemed to imply any ownership over the intellectual property rights of the submissions/Design by IGI

- The Applicant/Contestant/Participant hereby agree and confirm that the Jury of the EXPRESSIONS AWARD 2021 shall have the final authority in determining the winner and finalists of the awards. The decision of the Jury shall be final, conclusive and binding, the winner or any other person shall have no legal or any other rights to contest or dispute the decision of the Jury.
- Organiser shall not be liable for any postponement or suspension or cancellation of the EXPRESSIONS AWARD 2021 due to circumstances beyond its reasonable control including Force Majeure Events.
- "Force Majeure Events" shall mean events beyond the reasonable control of the Organiser including without limitation situation like fire, flood, explosion, accident, acts of God, civil commotion, pandemic (including but not limited to resurgence of COVID-19), strikes or industrial action of any kind, riots, insurrection, war, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software, computer software programme, malicious code, computer virus or process or any other electronic system, terrorism, any order of the court, tribunal or other competent authority and change in the applicable laws.
- The Organiser reserves the right to cancel or amend the Contest and these terms and conditions without prior notice in the event of Force Majeure.
- IGI shall not be held responsible or liable under any circumstances if for any reason they are prevented by an order or injunction or any Court or Tribunal from proceeding with the EXPRESSIONS AWARD 2021



- IGI reserves the right to cancel or postpone all or portions of the EXPRESSIONS AWARD 2021 for any reason as it deems fit. In the event of postponement of EXPRESSIONS AWARD 2021.
- The Applicant/Participants/Contestant shall, at their sole expense, indemnify defend and hold harmless, Organiser and its officers, Jury from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys' fees and expenses) any other loss that may occur, arising from or relating to;
 - The acts, errors, misrepresentations, wilful misconduct or gross negligence of the Participant in relation to participation in EXPRESSIONS AWARD 2021 and in his/her declaration.
 - In case of any loss, damage, claim or any other adverse action arising on Organiser or property of Organiser due to a breach of any of the obligations of the Participation;
 - Any claim made by a third-party in the event the Submission of design made by the Participant hereunder infringes the intellectual property rights of any third party.
- The Applicant / Contestant / Participant hereby agree and confirm that;
 - Organiser shall not be held liable for any damage and/or loss to any property/ person/ Submission arising for any reason whatsoever in connection with the EXPRESSIONS AWARD 2021
 - Organiser shall not be held liable in the event of act of any malpractice, fraud or negligence has been committed or purported to be committed by a member of the jury
 - Organiser shall not be held liable for lost, stolen, illegible, misdirected, damaged, or mutilated Submissions/Designs.

- Organiser shall not be liable in relation to the announcement of finalists and winners and the distribution of awards and prizes to the Winner. The Applicant /Contestant /Participants acknowledge that Organiser is merely creating a platform for the recognition of talent.
- The Applicant hereby confirm and agree that the Contest Participation Criteria 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 Mumbai.
- In the event if any terms and condition contained herein are deemed as illegal or unenforceable under the provisions of any applicable law in force in India, the remaining clauses under these terms (and any terms and conditions contained hereunder) shall continue to remain and have full force and effect unless such illegality and unenforceability violates the very basis of these terms and conditions.
- The Participants acknowledge that the Organiser holds all the rights to amend the Contest, Contest Participation Criteria, change the Contest period, change the Contest process and change the prizes without any prior intimation.
- Facebook, Twitter, Instagram or any Social Media Platform owner are not sponsors of the Contest. The Contest is in no way endorsed or administered by or associated with Facebook, Twitter or Instagram. You understand you are providing your information to the Organiser and not to Facebook, Twitter, or Instagram.