



## **Happy Cities Summit: Amaravati 2018**

### **Pitch Competition**

#### **Detailed Terms and Conditions**

1. The Government of Andhra Pradesh (“the Government”) is scheduled to host a ‘Pitch Competition’ at the ‘Happy Cities Summit: Amaravati 2018’ in Vijayawada, Andhra Pradesh in the month of April, 2018 (“the Competition”) *inter alia* to identify urban innovations to make cities more livable and happy.
2. The entry to the Competition shall be made in the prescribed form vide an online application on the website [www.happycitiessummit.org](http://www.happycitiessummit.org), before the deadline as specified on the website (the “Entry”). It is clarified that only online applications in the prescribed form shall be entertained.
3. The Entry for the Competition may be submitted by a registered entity i.e. a company, partnership, limited liability partnership, sole proprietorship, not-for-profit organisation (“the Participant”) and must, at the minimum, have a prototype in place for the proposed solution. Each Entry may be submitted only by one such entity. Each Participant shall submit only one Entry. The language of the Entry shall be English.
4. Each Participant may be represented by an individual or by a team. It is clarified that obligations of the Government, if any, shall be solely to the Participant and not to any individual member thereof.
5. There is no Entry fee for the competition.
6. The Competition is inviting applications for the Entry under the following three themes:
  - i. Citizen-Centric Governance
  - ii. Livable Communities
  - iii. Clean and Healthy Environment
7. No Entry shall be entertained after the last date, as published on the website.
8. A Pre-Jury will judge the Entry of the Participant by awarding marks under the criteria as specified on the website. The decision of the Pre-Jury shall be announced as per the dates mentioned on the website and notified to the Participants in a manner to be decided by the Government.
9. Participants who qualify for the final round (“Finalists”) of the Competition will showcase their Entry at the Competition between 10<sup>th</sup> and 12<sup>th</sup> April 2018. The final round shall be judged by a Grand Jury.
10. In both the first and final rounds of the Competition, judges shall have full discretion in awarding marks to each Participant, and the judges’ individual decisions as well as decisions of the Pre-Jury



and Grand Jury shall be final and binding on the Participant and shall not be subject to any review, re-evaluation, re-assessment or any other claims for any reason whatsoever.

11. The Participant hereby warrants and represents that:

- i. The Participant's Entry to the Competition does not defeat or in any way violate any third party rights, including but not limited to intellectual property rights, copyrights, patents, trade secrets, intellectual "know-how", confidential information or trademarks, or any other provision of law for the time being in force. The participant shall be solely responsible for any such violations;
- ii. The Participant shall obtain all necessary licenses, clearances, compliances, permissions, authorizations, approvals and pay all taxes in relation to the Entry prior to its participation in the Competition, and to effect all such licenses, etc. as aforesaid and any such payment of taxes that may be required during the course of and after the conclusion of the Competition. The Participant hereby agrees to supply the Government with all the required information to effect any licenses, compliances, permissions and payment of taxes prior to, during, and after the conclusion of the Competition as aforesaid, and to cooperate fully in complying with any and all legal requirements with regard to the Competition;
- iii. The Participant shall conduct itself with the highest integrity and fairness, and shall not indulge in any tampering, unauthorized intervention, fraud, manipulation or cheating, or any act or conduct, which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition.

12. The Participant undertakes and recognizes that:

- i. Any personal information such as name, addresses, designation, workplace, theme of Entry, etc. submitted by the Participant may be used, stored, processed, retained, or disclosed by the Government for all purposes relating to the Competition.
- ii. The Government may, at its sole discretion, disqualify or cancel any Entry by any Participant at any stage of the Competition without any notice or reasons therefor. The Government's decision in this regard shall be final and binding on the Participant.
- iii. In the event of any breach by the Participant of any provision or covenant of this terms and conditions statement ("this Statement"), the Government reserves the right to disqualify or cancel the Entry of such Participant, at its sole discretion and without any notice therefor;
- iv. The Participant is not in any way promised, and shall not, by submitting an Entry, or winning the first or final round of the Competition, be entitled under this Statement or otherwise with regard to the Competition, to any rewards, awards, funding, facilitation, capital, grant,



- business arrangement, or any particular form thereof whatsoever from the Government or any of its officers, partners, representatives, vendors, or assigns.
- v. The Government or any of its officers, partners, representatives, vendors, or assigns shall not be liable for any claims, actions, suits, proceedings (legal or otherwise), losses, damages, or expenses arising out of this Statement or with regard to the Competition for any reason whatsoever, at the time of the Participant's application to, during, and after the conclusion of the Competition, towards the Participant or any third party, including but not limited to those on account of technical / telephonic / electronic / hardware / software fault, corruption, malfunctions, failures or difficulties, computer viruses, bugs, tampering, unauthorized intervention by a third party, delay or lack of notice to the Participant, inability to apply for the Competition for any reason whatsoever including technical / telephonic / software fault, exclusion or disqualification of the Participant, forfeiture of prize and selection of another winner, a force majeure event, any causes or events which affect the administration or conduct of the Competition, or any other losses or claims whatsoever arising out of the Participant's Entry to the Competition;
  - vi. The Participant hereby agrees to defend, hold harmless, release and indemnify the Government and any of its officers, representatives, partners, affiliates, vendors and assigns from and against any and all claims, actions, suits, proceedings (legal or otherwise), losses, damages, or expenses arising out of this Statement or with regard to the Competition, for any reason whatsoever, including but not limited to those of third parties, or those on account of technical / telephonic / electronic / hardware / software fault, corruption, malfunctions, failures or difficulties, computer viruses, bugs, tampering, unauthorized intervention by a third party, delay or lack of notice to the Participant, inability to apply for the Competition for any reason whatsoever including technical / telephonic / software fault, exclusion or disqualification the Participant, forfeiture of prize and selection of another winner, a force majeure event, any causes or events which affect the administration or conduct of the Competition, or any other losses or claims whatsoever arising out of the Participant's Entry to the Competition;
  - vii. The Participant shall be liable for any and all losses or damage caused to the property of the Government or its officers, representatives, partners, affiliates, vendors and assigns, whether moveable, immoveable or intellectual, arising on account of any act or omission of the Participant or due to its Entry during the Competition.
  - viii. The Government reserves the absolute right to cancel, terminate, modify or suspend the Competition at its sole discretion at any time without notice or reasons therefor. It is



clarified that, in the event that the Government exercises its right under this clause, no claims shall lie against the Government by the Participant or any third party on account of such cancellation, termination, modification or suspension, as the case may be.

- ix. Any breach of any of the covenants of this Statement by the Participant shall amount to a material breach and may result in immediate disqualification or cancellation of the Participant's Entry to the Competition, without any notice.
13. The Government shall have the right to publish all non-proprietary information relating to the Entry of the Participant, including but not limited to designs, project reports, services, solutions, and data in any form whatsoever. The Government does not obtain any ownership or licenses in the intellectual property or confidential information contained in the Participant's Entry.
14. All dates under this Statement are subject to revision.
15. The Government reserves the right to cancel, terminate, modify or suspend the terms of this Statement at any time at its sole discretion without giving reasons therefor.
16. If any provision of this Statement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect.
17. This Statement shall be governed by the laws of India for the time being in force.
18. Any claim, dispute or difference arising out of this Statement or the Competition shall be subject to the exclusive jurisdiction of the courts at Vijayawada, Andhra Pradesh, India.