## **DARE TO DREAM 5.0**

## **TERMS & CONDITIONS**

- 1. The write up should either be submitted in Hindi or English.
- 2. It is strongly advised not to wait till the closure time for submission of entries. DRDO/Organiser shall not be responsible for late/ non receipt of entries on account of server errors/ traffic.
- DRDO/Organiser may decide to associate with the proposer for further development of the proposed Concept/ Idea. Terms and conditions for such further development, if any, shall be decided by DRDO/Organiser.
- 4. The decision of the Domain Expert Committee/Independent Expert Committee will be final. No communication will be entertained into with any person in relation to any decision of the committee or process.
- 5. Only Winners shall be intimated by DRDO/Organiser through e-mail and website.
- 6. Maximum of 04 members with one defined leader can participate in the contest under individual category.
- 7. The Team-Leader has the authority to represent the participating Individual/Start-up/Micro and Small Enterprise.
- 8. Award Money will be credited to registered Team Leader only. However, team member name(s) will be mentioned in Certificate.
- 9. Change in participant names will not be entertained once it is registered under any circumstances.
- 10. All prizes will be awarded and paid in **INR** to winners through Cheque or ECS only.
- 11. Taxes on prize money are the sole responsibility of the winners receiving prizes. Prizes may be subject to tax reporting and other purposes. Applicable winners agree to supply organizers with any necessary information to affect the same and to fully cooperate in fulfilling all applicable legal requirements.
- 12. By making a submission in the contest, all applicants warrant and represent that to the best of their knowledge, their submission is original and does not violate or misappropriate any third-party trade secret, "know-how", copyright, patent or other intellectual property right. Applicants also warrant and represent that there are no obligations of any nature, legal or otherwise, which would prohibit, restrict, or interfere with their participation in the Contest or submission of their proposal, and agree to obtain any necessary clearances, authorizations and/or approvals prior to participation.
- 13. Applicants, by submitting an application, grant DRDO/Organiser and its affiliated units/ministries all rights to reproduce, distribute, display for the purposes of evaluation of the proposal and to publish applicants name or alias in connection with this challenge.
- 14. While DRDO/Organiser shall take all possible measures to ensure protection of intellectual property, applicants should not include technical details to a level which might affect their capacity to protect and, at some future point, exploit their Intellectual Property through registered rights.
- 15. DRDO/Organizers assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries.

- 16. Applicants represent, warrant and covenant that the submissions do not:
  - a. Infringe on any third-party intellectual property rights and further do not violate any confidentiality obligations of the Applicant;
  - Contain material that may be considered as defamatory, libellous, hateful, racially or religiously biased or offensive, threatening or harassing to any individual, partnership or corporation;
  - c. Violate any statutory provisions.
- 17. No liability: DRDO, Organizers, members of Evaluation Panel, Selection Committees, supporting organizations or any employee or agent of DRDO shall not be liable for: \
  - a. Any costs incurred or loss or liability suffered by the applicant in relation to the challenge.
  - b. Any loss in expectation of profits by applicant.
  - Any failure by applicant to understand the rights in relation to Intellectual Property, or the rights of Organizers, IR, supporting organizations or any third party in relation to Intellectual Property; or
  - d. Any other benefit the applicant may expect to gain by participating in the challenge.
- 18. Applicant agrees to defend, indemnify, and hold Organizers, DRDO, members of Evaluation Panel, Selection Committee, supporting organizations harmless against any loss, cost, liability, and expense (including reasonable attorneys' fees) arising from any action or claim brought or threatened against Organizers, DRDO or members of Evaluation Panel, Selection Committee, supporting organizations or its customers alleging that any of the applications submitted, short listed and or selected, infringe any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party, and or if Organizers, DRDO or members of Evaluation Panel, Selection Committee, supporting organizations suffers any injury, loss or damages by breach of the warranties mentioned above.
- 19. All the information received during this Challenge including but not limited to scores, business plan summaries etc. shall remain confidential and shall not be disclosed to any person or entity by any party thereto and cannot be disclosed outside the Program organizers, supporting organizations of DRDO.
- 20. DRDO/ Organizers may change the Terms and Conditions of participation at any time without prior notice. The amended Terms and Conditions will be effective immediately upon being posted on the website. It is applicants' sole responsibility to regularly visit the website to read any changes to the Terms and Conditions of the Challenge.
- 21. DRDO or any of the supporting organizations will not incur any costs for applicants participating in the Challenge nor entertain any claims for the same except specified above.
- 22. Participants should not be an employee of DRDO nor family member of DRDO employee.
- 23. Participants should not debarred from participating in Dare to Dream 4 or any similar contest by law or government order..

24. Participants should not be in receipt of any financial grant/aid for the similar proposal submitted from any government sources. In case, participant has received any financial grant/aid or an employee of PSUs for the same/similar proposal from any government sources will not be given -Cash Award, only Certificate of Merit (CoM) will be awarded.

## **TERMINATION AND DISPUTES**

- Disqualify an applicant from the challenge for breach of any terms & conditions of the challenge; or
- 2. Discontinue the challenge by posting a notice to that effect on the website.
- 3. Disputes, if any, are subject to the jurisdiction in the courts of Delhi only.