

1. GENERAL

By registering for the Digi-Yatra Central Ecosystem (DYCE) Challenge, 2021 (“**Challenge**”), participating or attempting to participate in the Challenge and/or using the Challenge site (“**Site**”), the applicant/participant/entity (“**Applicant**” and/or “**Participant**” and/or “**Entity**”) agrees to these Terms and Conditions. The term ‘applicant/participant/entity’ is defined in Section 3 below.

These Terms and Conditions are legally binding on the applicant/participant/entity. The organisers of this Challenge (“**Organisers**” retain the right to modify these Terms and Conditions at any time, which modification shall be effective immediately. Accordingly, the Organisers suggest that the applicant/participant/entity check this page periodically. To make the periodic review more convenient, a date at the bottom of this page will be posted.

2. ORGANISERS, DESCRIPTION AND DURATION OF CHALLENGE

NITI Aayog, a Government of India entity, with its address at NITI Bhawan, Sansad Marg Area, New Delhi- 110001, is organizing the Challenge in collaboration with the Digi Yatra Foundation, a not- for- profit company under section 8 of companies Act 2013 incorporated on 20 February 2019, Atal Innovation Mission, a Government of India entity (AIM) and Amazon Web Services.

The objective of this Challenge is to select the best idea/solutions for developing the Digi yatra central ecosystem to enable the registration of passengers into the ecosystem and verification of their face biometric with their image in Government-issued identification such as Aadhar, driving license or passport. The Digi yatra central ecosystem platform will communicate with individual airports and share travel details for the airports to verify.

The applicant/participant/entity (s) are expected to be organized in different multidisciplinary teams that will develop innovative ideas to solve for the biometric boarding system based on the challenge scope mentioned on the site. The event will take place between May 24th, 2021 and July 27th, 2021.

It is clarified that there will be no consideration, monetary or otherwise, provided to any applicant/participant/entity (as defined in Section 3 below) by the Organizers for participating in this Challenge.

3. ELIGIBILITY

The Challenge is open to a start-up, a consortium of start-ups (A start-up may form consortium with another start-up for meeting eligibility requirement. The lead of the consortium must be an Indian start-up. The organisers will engage only with the lead start-up.) or an individual(s). Only those individual (s) can participate who have attained the age of 18 years as of 24th May 2021, and are legally capable to enter into a contract; either submit as an individual or be a part of team (“**applicant/participant/entity**”).

***4. APPLICATION AND REGISTRATION ***

Applicant/participant/entity shall follow the prescribed steps and register on the Site when it is publicly available from May 24th, 2021 until July 27th, 2021 at www.dyce.niti.gov.in The Organisers may revise the deadlines at their sole discretion.

The registration would be deemed to be complete only after the applicant/participant/entity receives an email notification of his/her successful registration for the Challenge. The entry of incorrect or incomplete information at the time of registration may lead to cancellation of registration and/or may prevent the Organisers from contacting the applicant/participant/entity. In order to avoid the aforementioned situation, any personal data or other information which the applicant/participant/entity provides has to be accurate and updated. The Organisers reserve the right to process such data submitted at the time of registration for analytical purposes.

***5. REQUIREMENTS TO TAKE PART IN THE CHALLENGE ***

5.1 GENERAL

5.1.1 The applicant/participant/entity declares and undertakes that:

The ideas/ solutions submitted in the Challenge are original. Applicant/participant/entity acknowledges that in case of multiple entries, only one entry will be eligible for shortlisting of the idea/solution.

Applicant/participant/entity ideas/solutions have been developed according to law, morality, good faith and public order;

Any information provided by the Applicant/participant/entity to the Organisers will be accurate and complete to the best of their knowledge and belief;

Applicant/participant/entity will deliver the completed idea/solution created during the Challenge to the Organisers in order for it to be judged.

Applicant/participant/entity Applicant/participant/entity will proactively collaborate with the Organisers and will provide the information that is reasonably required for the purpose of any audit or investigation that is carried out in order to determine whether there has been a breach of the present Terms & Conditions, including access to the involved systems;

Applicant/participant/entity shall be individually responsible for any damages that could directly or indirectly arise as a consequence of a breach of the commitments stated in these Terms & Conditions;

Applicant/participant/entity will not develop/sell the idea/solution or any portion thereof in any way that individually or with third party software or data, could interfere, degrade or have a negative effect on the Organisers and/or third parties or any other person's image, products or customers;

Applicant/participant/entity will not develop/sell the idea/solution or any portion thereof in any way that individually or with third party software or data could have unlawful purposes or include offensive or otherwise inappropriate content;

Applicant/participant/entity will not knowingly or unknowingly infringe third parties' rights including but not limited to industrial and intellectual property rights.

5.1.2 The Organisers reserve the right to disqualify, at their sole discretion, any idea/solution that does not meet the above-mentioned criteria or does not comply with the present Terms and Conditions without giving any justification to the concerned Participant.

5.2 PERMISSIONS AND CONDUCT

5.2.1 If an Applicant/participant/entity is shortlisted, he/she/it shall ensure that he/she/it fulfills the eligibility requirements and all other terms and conditions are met;

5.2.2 Applicant/participant/entity agrees that all the decisions of the jury, as selected by the Organisers at their sole discretion, will be final and binding on all matters related to the Challenge.

Applicant/participant/entity understands and agrees that photos, videos and/or other recordings may be taken during the Challenge, and hereby grants the Organisers the royalty-free, perpetual, irrevocable, sub-licensable, transferable right to copy, use, display and publish the photos, any videotaped, photographed, and/or recorded materials in which he/she/it appears in any online, electronic and/or print format (including but not limited any social media sites or platforms) for any educational and/or promotional purposes of the Organisers and/or their Challenge affiliates, contractors, content partners and/or sponsors. Applicant/participant/entity shall be solely responsible for his/her/it's personal effects.

Applicant/participant/entity shall be responsible for his/her/their own health, safety and welfare.

****9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS ****

The Applicant/participant/entity guarantees that he/she/it is the legitimate author or the legitimate right holder of any intellectual or industrial property included in the ideas/solutions and that, in general, is not part of any contract or has any limitations that could affect her/his/its participation in the Challenge or limit or condition the assignment of rights according this clause. Applicant/participant/entity is also responsible for any claims that could arise regarding the authorship/ ownership and originality of the idea/solutions.

Any suspicions or complaints of infringement of intellectual and/or industrial rights will be reason for an immediate disqualification, without prejudice to the responsibilities derived from it.

During the Challenge, Applicant/participant/entity will have to use, as much as possible, their own work and free of rights sources. Third parties' elements, including open source software, must be clearly identified with their version as well as the applicable terms of the license with such third party, and any other details concerning their use. In those cases where the identified third party's right is not commercially available, the idea/solution work may not be qualified to win the Challenge.

10. LIABILITY RELEASE AND INDEMNIFICATION

The Organisers shall not be liable for any direct, incidental, indirect, special or consequential damages or loss in connection with, arising out of, or relating in any way whatsoever to the Challenge, the Applicant/participant/entity's participation in the Challenge or these Terms and Conditions, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the Organisers have been advised of the possibility of such loss or damage. The Applicant/participant/entity hereby releases and agrees to indemnify the Organisers and their officers, directors, employees, representatives, successors and assignees from and against any claims, losses, damages, liabilities and expenses (including attorneys' and other professionals' fees) incurred by the Organisers in connection with, arising out of or relating in any way to the Challenge and/or these Terms and Conditions, including without limitation (i) bodily injury to or death of any person, or damage to or loss of any property caused by negligent or wilful acts or omissions; (ii) failure to comply with any of the Challenge rules and conditions; (iii) claim of infringement of any patent, copyright, trademark or other proprietary or intellectual property rights of any third party; (iv) misuse by the Applicant/participant/entity of any Organisers materials; (v) violation of any applicable laws; (vi) any misrepresentation made under the Challenge rules by the Applicant/participant/entity and conditions or otherwise to the Organisers; (vii) the receipt, use or redemption of any prize or the inability to receive, use or redeem any prize; (viii) any printing or typographical errors in any materials associated with the Challenge that may impair the ability to participate in the Challenge; (ix) technical errors that may prevent the ability to participate in the Challenge; (x) Errors in the administration of the Challenge; or (xi) any condition caused by events beyond the Organisers' control that may cause the Challenge to be disrupted or corrupted or (xii) health emergencies in the course of this Challenge.

10.1 Publicity

The Applicant/participant/entity acknowledges that during the Challenge, pictures and/or video could be taken or recorded and expressly grants to the Organisers the use of such information in the context of campaign advertising/visibility of the Event, both inside company and outside, through web sites, app and social media. It is understood that the Organisers will use such information in compliance with decorum and for the only purpose hereinabove.

10.2 Privacy

By participating in the Challenge, the Applicant/participant/entity agrees on the use of their personal data, including but not limited to the name, the gender, the address, the phone number and e-mail address (hereinafter the "**Personal Data**"), provided during the Challenge application that could be used during the Challenge. The Applicant/participant/entity also agrees on the communication of their Personal Data to third parties or service suppliers for, the purpose of the Challenge. In the event that the Applicant/participant/entity provides information or Personal Data on third party websites, connected to the Challenge, such information and Personal Data could be used by such third parties in compliance with their Privacy Policy.

***11. PENALISATION ***

In case the Applicant/participant/entity commits a breach of these Terms and Conditions according to the Organisers' opinion, the Applicant/participant/entity will refund all the costs incurred by the Organisers for the Applicant/participant/entity team, as the case may be.

** 12. CONFIDENTIALITY and USAGE OF DATA **

The Applicant/participant/entity will not use any data provided for this Challenge for any commercial endeavours or for further distribution.

The data will not be used for identifying persons, vehicles or any objects that violates the privacy of an individual.

This data will be used only for the Digi-Yatra Central Ecosystem Challenge between 24th May and 27th July 2021 and not for any other purposes.

** 13. APPLICABLE LEGISLATION AND JURISDICTIONAL COMPETENCE **

All disputes or claims arising from the interpretation or execution of these Terms and Conditions shall be governed by the laws of India legislation and will be subject to the jurisdiction of the Courts and Tribunals of New Delhi, India.