

CONTENT & IMAGE PROTECTION POLICY

This Content & Image Protection Policy ("**Policy**") is issued in relation to the "**Competition**" as defined in the Competition Registration & Participation Policy published on www.pushindiapush.com ("**Website**"). The Website is owned and operated by the **Rural Development Kendra ("the Trust")**, in accordance with the T&C.

- A. All reference to "**Content**" in this Policy shall mean any intellectual property generated at the Competition by us in the form of images, videos, audio recordings, written pieces, etc, including all intellectual property published and uploaded on the Website such as, *inter alia*- design and label marks, copyrights, images, videos, written pieces, audios, avatars, artworks, graphics, software etc.
- B. This Policy is supplementary to the Privacy Policy, which governs data collection and use during the Competition.
- C. The Website, its sub-domains and other sites/apps/other channels maintained by the Website for the purpose of enabling and promoting the said Competition, including our Social Media Channels, shall hereinafter be collectively referred to as the "**Platform.**"

Terms and Conditions:

- I. All content published on this website is protected by intellectual property laws applicable in India, and is the property of the Trust and its affiliates. You may not reproduce, distribute, modify, or use any content on this website without the prior written permission of the Trust, and any unauthorized use of any content on this website in breach of the applicable laws and this Policy may result in legal action.
- II. We retain ownership of all Content uploaded or published on the website, and the Content generated at the Competition by us and we shall have the unconditional and absolute right to use, display, reproduce, and distribute any such Content generated during or after the Competition for the purpose of promoting the Competition and its activities, including but not limited to – marketing materials, social media posts, press releases, and other promotional activities.
- III. The Content is legally protected by a wide variety of means, which include trade mark and design laws, copyright laws, competition and trade practices laws, telecommunications and broadcast laws relating to signal theft, common law and the terms and conditions under which a user participates in the Competition.
- IV. We shall not use the Content in a manner that is offensive, defamatory, or otherwise harmful to the Participant and others, and will comply with all relevant laws and regulations in force regarding such use.
- V. We acknowledge the concept of "fair use" and recognize that some limited use of the Content may be allowed under the law. However, any such use must still comply with the policies set forth in this Policy, and we reserve the right to take legal action against any infringing party.
- VI. By downloading and/or using the images made available us on our Platform with respect to the Competition, you agree to be bound by this Policy.
- VII. You are hereby granted a limited right and license to use, reproduce, publish and publicly distribute the Content solely for bona fide editorial use. The Content shall, at all times, remain our sole property. You shall not attempt to assert any title or ownership in or to such Content.
- VIII. You shall not use the Content or any part of it at any time, whether now or in the future, for any Commercial Purpose or Commercial Use. You shall not knowingly sell or supply the Content to any third party who intends to use the images for a Commercial Purpose or Commercial Use.
- IX. You may not distribute text or graphics to others without the express written consent of Trusts and its affiliates. Also, you may not, without our permission, copy and distribute this information on any other server, or modify or reuse text or

graphics on this or any another system. You consent us to publish, on Website or on any print or electronic media and other social media platforms of the Trust and its affiliates, any photos, videos or any graphical representation of yours recorded during the event in future and may remain in perpetuity without any cost of any nature.

- X. **“Commercial Purpose(s)”** include, but are not limited to:
- i. promotions or any promotional materials (other than the promotion of editorial coverage of the Competition in newspapers, magazines and broadcast and other editorial service, and point-of-sale promotion for such coverage as long as such point-of-sale promotional materials are not sold or distributed to members of the public and provided always that such promotional activity shall not be conducted through mobile devices); or
 - ii. advertising (including advertorials); or
 - iii. merchandising, as well as animations, avatars and invitations.
- XI. **“Commercial Uses”** include, but are not limited to:
- i. subject to bona fide editorial uses as permitted hereunder, any use that generates financial value to the person or organisation using the content solely as a result of such use; or
 - ii. any use that in any manner suggests an endorsement by or sponsorship of the Competition, any Participant participating in the Competition; or
 - iii. any use in connection with any third party or in any manner promoting or being associated with any third party.
- XII. You agree that the Content shall not be used in any commercial activity whatsoever without the prior written consent of the Trust (which may be withheld in its absolute discretion), including without limitation in or on:
- any calendar;
 - packaging;
 - collector cards;
 - posters;
 - stickers;
 - pop-up, stand-up or other cards;
 - competitions;
 - recordings;
 - videos and films;
 - advertisements, promotional and point-of-sale material;
 - games (including computer games);
 - software;
 - avatars;
 - merchandise; or
 - websites.
- XIII. You agree that we shall not be liable to you for any loss of profits, business, goodwill, revenue, anticipated savings or for any indirect or consequential loss or damage arising out of your use of the Content, other than in compliance with this Policy.
- XIV. Should you not adhere to this Policy, we will engage with the you to bring to your attention, the permissible parameters of activity and work with the you to resolve the matter. However, should such activities persist, you will be deemed to have knowingly breached this Policy.
- XV. Nothing contained in this Policy shall limit our rights to exercise remedies available to us under law or contract for violations of this Policy, including for damages, specific relief and through potential immediate revocation, suspension or cancellation of media accreditation where applicable. In addition to our right to pursue such other remedies, you hereby agree to indemnify us for any and all losses or damages as a result of the violation and breach of this Policy resulting from such unauthorised use.
- XVI. We disclaim any liability for the accuracy or completeness of the Content generated during the Competition, and any use of such Content is at your own risk. We also disclaim any liability for the infringement of any third-party intellectual property rights by the Content generated during the Competition.

- XVII. The unlicensed and unauthorised use of any of the Competition's Content (or any other marks or logos that are confusingly similar to, or likely to be mistaken for, them) or Competition Footage is strictly prohibited. For example, without license, it is unlawful to (i) use the Competition Names and Marks in a manner likely to cause confusion among members of the public as to the existence of association with the Competition, or (ii) reproduce or distribute items using Competition's intellectual property in the course of trade. The Competition Names and Marks cannot be used on goods, in business names or in advertising or promotions without license. It is also unlawful, through the use of the Competition's intellectual property, to falsely represent or imply any association, affiliation, endorsement, sponsorship or similar relationship with the Competition.
- XVIII. You shall not use any Content in any manner that suggests an "endorsement" or "sponsorship" of the Competition, or a participant participating in the Competition, in each case by any third party, which, for the avoidance of doubt, shall include the use of any Content in connection with, or in the same creative as, any third party name brand or logo (e.g., promoting the Content as the "XYZ pic of the day" - where XYZ is a name, brand or logo - or in any way including any corporate logo or other designation of any third party in close proximity to the Content (or any part of it) or in any other way that would in any manner suggest any association between that third party and the Content.
- XIX. If you believe that any content on this website infringes your intellectual property rights, please notify us immediately at support@pushindiapush.com. We will investigate any claims of intellectual property infringement and take appropriate action, including but not limited to removal of the infringing content. By using this website, you acknowledge and agree to respect the intellectual property rights of the Website and Trust, and to comply with all applicable laws in India related to intellectual property rights.
- XX. You are hereby informed that we intend to and will enforce our rights against the unlicensed commercial utilisation by third parties of the Content as defined in this Policy.
- XXI. This Policy shall be governed by and construed in accordance with the laws of India and any dispute arising in connection herewith shall be subject to dispute resolution clause as provided in the Website T&C.