

# TERMS & CONDITIONS

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This document is an electronic record in terms of the **Information Technology Act, 2000**, the rules thereunder as applicable, and the provisions pertaining to electronic records in various statutes as amended by the said Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3(1) of the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**, that requires publication of the rules and regulations, privacy policy and terms & conditions for access or usage of the platform.

This website: [www.pushindiapush.com](http://www.pushindiapush.com) ("**Website**") is owned and operated by **Rural Development Kendra Trust ("the Trust")** and is used under Licence by its affiliates which is engaged, inter alia, in promoting healthcare and rural sports. Through this Website, we aim to provide an ultimate platform for fitness enthusiasts to showcase their skills and push their limits, by way of organising an unconventional and pioneering event in the form of a **PushIndiaPush Challenge ("Challenge", "Competition")**. The PushIndiaPush Challenge has been contemplated to revolutionise the very essence of Push-Ups as an exercise and disrupt the Indian fitness space with an innovative way. This Website has been published with the purpose of, *inter alia* – providing information about the Challenge, engaging the participants, providing a medium to register for the Challenge, tracking the Competition, and successfully organising the said Competition.

The Website, its sub-domains and other sites/apps/other channels maintained by the Website for the purpose of enabling the said Competition, shall hereinafter be collectively referred to as the "**Platform**".

The words '**Us**', '**We**' Or '**Our**' shall refer to Trust and its affiliates and operator of the website. The words "**User/user**", "**Participant/participant**", "**You/you**", and "**Your/your**" refer to the person(s) who registers for the Challenge, or browses, views, or accesses the Website, and shall include both singular and plural.

General browsing or any other services available on the Platform shall be subject to these Terms and Conditions below, unless otherwise specified herein.

## 1. GENERAL TERMS & CONDITIONS

Subject to the foregoing, these General Terms and Conditions ("**T&C**") govern your access and use of the Platform for general browsing or any other services available on the Platform. Please read the Terms & Conditions, the 'Privacy Policy', the 'Competition Registration & Participation Policy', and the 'Content & Image Protection Policy' carefully before registering on the Platform or accessing any material information through the Platform. By accessing or using any part of the Platform, you agree to be bound by these T&C. If you do not agree to all the T&C, then you may not access the platform or use any services provided through the website. These general T&C forms a legally binding agreement between you and the Trust, and is made pursuant to the terms of the **Information Technology Act, 2000**.

## 2. REPRESENTATIONS

You represent and warrant that you are:

- i. at least 18 years old.
- ii. a citizen of India.
- iii. qualified to enter into a legally binding contract, enforceable under the Indian law, including but not limited to the **Indian Contract Act, 1872**.
- iv. not suspended or removed from using the Platform or any part thereof.

- v. That you are medically fit and competent to participate in the Competition and that you are participating in the Competition at your own will and risks and in your full sense and understanding the risks, if any, of any nature associated with performing such kind of push-ups and shall not participate under any compulsion.

### **3. PLATFORM SERVICES**

The Website agrees to provide informational and registration services for the Challenge, including but not limited to – the creation and maintenance of an online platform for Competition registration, management and tracking of Competition registrations, and engaging the participants and users. The Website shall use commercially reasonable efforts to ensure the availability and reliability of the Competition registration services 24 hours a day, 7 days a week, except for planned downtime for maintenance, updates, and improvements. The user acknowledges and agrees that the Website, Trust, or any person(s) associated with managing the Website as well as the Competition, shall have no liability for any damages arising from any interruptions or delays in the Competition registration services.

### **4. WEBSITE CONTENT:**

All terms regarding all materials, including illustrations, photographs, documents, products, images, artwork, designs, text, graphics, logos, button icons, images, audio and video clips and software (collectively, “**Content**”) appearing on this website are governed by the terms stipulated herein, read along with the Content & Image Protection Policy.

### **5. COMPETITION TERMS:**

All terms relating to registration for and participation in the Competition are governed by the Competition Registration & Participation Policy in conjunction with the Content & Image Protection Policy, in addition to these T&C.

### **6. USE OF THE PLATFORM:**

- a. By accessing and availing the services offered by the website/platform, you take whole and sole responsibility for any acts/action done on this website/platform (or any part thereof).
- b. You shall not use the Platform otherwise than as an end user. You shall always comply with all applicable laws in your use of the Platform.
- c. You agree not to circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any content or enforce limitations on use of the Platform or the content therein.
- d. The Website shall not be responsible for any delay or failure in processing any transaction or any request whatsoever resulting from infrastructural issues like server downtime, network unavailability, connectivity issues, etc.
- e. You shall notify us in the manner provided hereunder of any change in your situation and/or personal information, and we would rely on the most recent information provided by you.
- f. You hereby consent to the use of your personal information in accordance with our Privacy Policy.
- g. You confirm and declare that the information provided by you are true and correct to the best of your knowledge and if any information is found to be incorrect or false your participation may tantamount to cancellation and you shall lose the right to participate without any refund of fees
- h. The Platform is controlled and offered by Trust from its facilities in India. If you are a user outside India, please take note that we are subject only to Indian law and only to the jurisdiction of Indian courts. We make no representations that the Platform is appropriate or available for use in other locations. Therefore, if you are a user outside India, you may use the Platform solely at your own discretion and at your own risk. You shall be solely responsible for compliance with the local laws.

## **7. PROHIBITED USES**

In addition to other prohibitions as set forth in this document, you are prohibited from using the Platform:

- a. for any unlawful purpose;
- b. to solicit others to perform or participate in any unlawful acts;
- c. in a manner so as to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances in India;
- d. in a manner so as to infringe upon or violate intellectual property rights or the intellectual property rights of others generated in the Competition and ancillary operations therein;
- e. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability, etc.;
- f. to submit or create false or misleading information;
- g. to upload or transmit spam, viruses, or any other type of malicious code that will or may be used in any way to adversely affect the functionality or operation of the Competition or Platform or any related website, other websites, or the Internet;
- h. to harvest or collect any information of the users of the Platform, including but not limited to using any robot, spider, site search or retrieval application, phishing, or other manual or automatic device or process to retrieve, index or mine data;
- i. to attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any of the our server, or through the Platform, by hacking, password mining or any other illegitimate means;
- j. to probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform;
- k. to falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- l. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform;
- m. for any obscene or immoral purpose which also includes any content uploaded by the user or the admin of the Platform which may include using of the designs/photographs uploaded on the Platform;
- n. violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;
- o. violate the T&C contained herein or terms and conditions provided elsewhere which may be modified from time to time;
- p. to interfere with or circumvent the security features of Platform or any related website, other websites, or the Internet.

## **8. LICENSE:**

- a. All intellectual property in or of the Platform belongs to or is licensed to the Trust or its affiliates. We only grant you a limited, non-transferrable, non-exclusive and revocable license to access and use the Platform or any part thereof for the purpose of getting information, registration, and participation in the Competition, but not to download any material from it (other than page caching) or modify it, steal any ideas or any portion of it for commercial use.
- b. This license is non-transferable and does not permit any resale or commercial use of this Platform or its contents; any downloading or copying of information for the benefit of anyone other than Your use; or any use of data mining, robots, or similar data gathering and extraction tools. The Platform or any portion of the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of the Trust, as may be applicable. Any unauthorized

use of the Platform shall terminate the permission or revoke the license granted by us and we shall have the right to seek legal recourse available under the applicable laws.

- c. The Platform or any portion of the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of the Trust as may be applicable.

#### **9. THIRD PARTY MATERIAL AND SERVICES:**

- a. The Website may provide you links to third party services ("Third-Party Services") and may display, include or make available content, data, information, applications or materials from third parties ("Third-Party Materials"). You acknowledge and agree that the Website is providing the Third-Party Materials on an "as is" basis and is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or Third-Party Services. The Website does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, third party materials or web sites, or for any other materials, products, or services of third parties.
- b. We urge you to read the terms & conditions of the respective Third-Party Services, before accessing or registering with any of such third-party sites.

#### **10. WARRANTY AND LIABILITY DISCLAIMER:**

- a. To the maximum extent permitted by law, we disclaim any liability to you or to any third-party for any indirect, incidental, special or consequential damages, including without limitation to loss of investments, revenue or profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever, howsoever arising. To the maximum extent permitted under law, you waive, release, discharge and hold us harmless from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Platform and/or the Platform Services, and specifically your registration and participation in the Competition.
- b. You expressly understand and agree that, to the maximum extent permitted by applicable law, the Platform and its content are provided by us on an "as is" basis without any warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose.
- c. We shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond its control.
- d. Please note that Platform Services are not available in all geographical areas and depending on your location, you may not be eligible to avail certain Platform Services offered by us, more particularly the eligibility conditions for participation in the Competition and location of the Competition. We reserve the absolute right to determine everything related to the conduction of the Competition.
- e. Although Trust tries to ensure that all information and recommendations, whether in relation to the products, services, offerings or otherwise (hereinafter "Information") provided as part of this website is correct at the time of inclusion on the web site, Trust or its affiliates does not guarantee the accuracy of the Information. Trust or its affiliates makes no representations or warranties as to the completeness or accuracy of the Information.

- f. Trust makes no commitment to update or correct any Information that appears on the Internet or on this web site.
- g. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. Any use of this website or the Information is at your own risk. Neither Trust its affiliates, nor their respective officers, directors, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this website or the Information, or any website linked to this website.
- h. Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and Trust makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.
- i. It is deemed that the User upon using the Platform is aware about all the policies and guidelines as uploaded on this Website.

#### **11. INDEMNITY:**

You agree to indemnify, save, and hold us and our affiliates, including our employees, event managers, person(s) organising the competition, and other related parties harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation to – legal fees and expenses, arising out of or related to your use or misuse of the Platform, any violation by you of these T&C, any breach of the representations, warranties, and covenants made by you herein.

#### **12. AMENDMENT:**

We reserve the right to change, modify, add, or remove portions of this T&C. The revised Terms with the changes shall be made available on the Platform. You are requested to regularly visit the Platform to view the most current version of the Terms. While we will endeavour to notify you, it is your responsibility to check the Terms periodically for changes. You can determine when these Terms were last revised by referring to 'Last Updated' at the top of the T&C. The changes will become effective and shall be deemed accepted by you and shall apply immediately on a going-forward basis with respect to your continued use of the Platform or participation in the Competition, or when a payment transaction is initiated by you through the Platform after the posting date. If you do not agree with any such change, your sole and exclusive remedy is to terminate your use of the Platform and the Service. For certain changes, we may be required under applicable law to give you advance notice, and we will comply with such requirements. Your continued use of the Platform following the posting of changes will mean that you accept and agree to the changes.

#### **13. PRIVACY**

- a. We will collect, store and disclose your information in accordance with the Privacy Policy.
- b. We may provide you with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the Platform or voice call or internet-based messaging applications like WhatsApp or by any other reasonable means based on the details provided by you. In case of any change in any details provided by you including but not limited to email id and/or mobile number and/or correspondence address, you shall inform us in writing in the prescribed format.
- c. You hereby unconditionally consent that such communications sent to you via the above-mentioned modes are upon the request and authorization from you.
- d. Except as otherwise set forth herein, notice to us must be sent at [support@pushindiapush.com](mailto:support@pushindiapush.com)
- e. We do not guarantee that electronic communications will be successfully delivered, or that they will be secure and virus free. We shall not be liable for any loss, damage, expense, harm or inconvenience caused as a result

of an electronic communication being lost, delayed, intercepted, corrupted or otherwise altered or for failing to be delivered for any reason beyond our reasonable control. All correspondence will be in English.

- f. You agree to be contacted by us and our representatives over phone or on registered email id with reference to the Services. You agree & confirm that if your mobile number is registered in the Do Not Disturb (DND) list of TRAI, you may not receive SMS or calls from us. You agree to take steps to deregister from the DND list and shall not hold us liable for non-receipt of SMS or calls in the interim period.

#### **14. COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS**

- a. If, at our request, you send certain specific submissions or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (i) to maintain any comments in confidence; (ii) to pay compensation for any comments; or (iii) to respond to any comments.
- b. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related Platform. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.
- c. You are licensing to the Company and its service providers, any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. We may use, modify, display, distribute and create new material using such Content to provide the service to you. We may also use, sell, license, reproduce, distribute and disclose aggregate, non-personally identifiable information that is derived through your use of the Platform.

#### **15. MONITORING THE PLATFORM AND THE COMPETITION**

We always have the right and liberty to monitor the content of the Platform and all participation related data generated in the Competition. Subject to the T&C mentioned herein, the Company shall also have the liberty to remove any objectionable content which is in contravention of the T&C or any applicable laws in force in India or share such information with any governmental authority as per procedures laid down by the law for the time being in force in India.

#### **16. DISPUTE RESOLUTION**

- a. Your use of this Platform, participation in the Competition, and any terms and conditions stated in this T&C or other service specific policies on the website shall be subject to the laws of India.
- b. If a dispute, controversy, or claim arises out of or relates to this Agreement or the breach thereof, the dispute must be first settled through consultations and negotiations. If no settlement can be reached through consultations of the Parties within 30 (thirty) Business Days of one Party delivering a written notice of the Dispute to the other Party, then such matter shall be resolved and finally settled in accordance with the provisions of the Indian **Arbitration and Conciliation Act, 1996** as may be amended from time to time or its re-enactment and the rules made there under (the "Arbitration Act"). The arbitration proceedings shall take place at Mumbai in India and the proceedings shall be exclusively in English with a Sole Arbitrator.

- c. No Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted to arbitration and determined as provided above, and then only for the enforcement of the arbitral award.
- d. Pending the resolution of a dispute by arbitration, the Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice.
- e. This clause shall survive the Termination of this Agreement.

## **17. SEVERABILITY**

Notwithstanding that the whole or any part of any provision of these T&C may prove to be illegal or unenforceable, the other provisions of these T&C and the remainder of the provision in question shall continue in full force and effect.

## **18. ASSIGNMENT**

You will not assign or otherwise transfer your rights or obligations under these T&C. We may assign our rights and duties under these T&C without any notice to You.

## **19. FORCE MAJEURE**

- a. We shall not be liable for failure or error of any transaction on the Platform or for any failure on our part to perform any of its obligations under these T&C if performance is prevented, hindered or delayed by a Force Majeure event (as defined below) – and in such case its obligations under these T&C shall be suspended for so long as the Force Majeure event continues.
- b. The term “**Force Majeure Event**” means any event which occurred and is beyond our control including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, pandemic, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.
- c. We shall be discharged from such performance to the extent of and during the period of such Force Majeure Event, and such non-performance of its obligations shall, in no event whatsoever, amount of a breach of its obligations.

## **20. VIOLATION OF THE T&C**

Without limiting the generality of any other provision of these T&C, if you commit any default or violation of any of the obligations set forth in these Terms, you shall be liable for all the losses and damages that this may cause to us.

## **21. GRIEVANCES**

You can reach out to us at: [support@pushindiapush.com](mailto:support@pushindiapush.com) to raise any questions, complaints, grievances or feedback.