

Terms & Conditions
Aster Guardians Global Nursing Award 2024

1. Definition

Award	Aster Guardians Global Nursing Award 2024
Award Management	Personnel from Aster DM Healthcare and / or organizers who are responsible for the overall conduct of the Award
Candidate	Candidate should be a registered nurse under the Medical/Nurse Council established under laws of the country from which they are applying
Application form	The entry for the Award is determined by the completely filled-in form submitted by Candidate. The Candidate must apply online on the below mentioned website
Jury	A group of experts identified by Award Management for evaluation/review of the entries based on pre-defined evaluation parameters which will be reviewed by an independent agency. They will be responsible for determining the finalists and winner.
Terms and conditions ("T&C" or "Terms")	These terms governing the Award, as may be amended from time to time by the Award Management
Privacy Notice	Document detailing information on the processing of personal data of the Candidates
Website and its T&C & Privacy Notice	www.asterguardians.com
Contact ID	contact@asterguardians.com

- 1.1 By participating in the Awards, the Participant agrees to abide by and be bound by these Terms
- 1.2 These Terms may be modified without any prior written notification. Candidate is advised to regularly review these Terms uploaded on the website. If there is any disagreement with any of the Terms and any amendments thereto, Candidate must not participate in the award
- 1.3 The award/prizes given may be changed / modified / split / merged / increased / decreased or cancelled by the Award Management based on the number and quality of entries received
- 1.4 In the event that no Candidates are found to be worthy of inclusion by the Award Management, the reward may be cancelled. The decision of Award Management in this regard will be final and binding. The Award Management will not entertain any queries in this regard

2. Objective of the award

- 2.1 To recognize the phenomenal contribution of nurses to the healthcare delivery system across the world
- 2.2 Entries are invited across 5 areas of contribution:
 - Patient Care
 - Nursing Leadership
 - Nursing Education
 - Social/Community Service in Healthcare

- Research/Innovation/Entrepreneurship in Healthcare
- 2.3 The Candidate can only submit one application form highlighting their journey as a nurse. Candidate must select the area/s of contribution relevant to their journey
- 2.4 Candidates can apply under minimum of 1 and maximum of 3 areas of contribution
- 2.5 It is mandatory for the Candidates to answer all questions pertaining to the area of contribution selected. The Award Management reserves the sole right to disqualify any Candidate(s).

1. Eligibility criteria - Aster Guardians Global Nursing Award 2024

- 3.1 The Candidate can select up to three areas of contribution in the following manner:
- 3.1.1 The first area of contribution selected will be termed as “Primary”. One primary area of contribution is mandatory to be selected
 - 3.1.2 The Candidate then can select maximum two “Secondary” areas of contribution, which is optional
- 3.2 However, the candidate must fill a separate case study section for each area of contribution selected
- 3.3 Candidate must be a registered nurse with the respective country's Medical/Nurse Council established under the laws and regulations of such country and should be currently working as a nurse to apply for the Award. Registered Midwives cannot apply for the Award
- 3.4 Candidate should have valid residency proof of the country from where they are applying as on September 30, 2023
- 3.5 Candidate should have a valid national identity proof issued by the Government of the country from where they are applying as on September 30, 2023
- 3.6 Candidate should be registered under the Medical/Nurse Council established under the laws and regulations of the respective country from which they are applying as on September 30, 2023
- 3.7 Candidate must have at least 2 years of experience as a Registered Nurse in the healthcare industry as on September 30, 2023
- 3.8 Candidate must provide a letter from their current/previous organization which should state their duration of employment as a Nurse as on September 30, 2023
- 3.9 If the Candidate is self-employed, it is mandatory to fill, sign and submit the self-declaration form on the website portal along with a letter from their previous organisation/s stating their duration of employment as a nurse as on September 30, 2023
- 3.10 Candidate should have a valid passport until December 31, 2024, or beyond while applying for the Award
- 3.11 The Candidate must have relevant documents to support the details mentioned in the application form while applying for the Award. These documents should be provided to the Award Management team in case the candidate is shortlisted
- 3.12 The Candidate must provide relevant information and required documents to the Award Management relating to the Award, identity, and information mentioned in the application form for validation purpose. Deviation in the same will lead to disqualification of the Candidate from the Award. The Award Management reserves the sole right to disqualify any Candidate(s)

- 3.13 Candidate must be willing to travel to the destination country for the Award Ceremony if shortlisted. Any deviation from this will lead to disqualification of the Candidate from the Award
- 3.14 The finalists from the previous editions are allowed to participate within a gap of two years for the Aster Guardians Global Nursing Award
- 3.15 Employees and immediate family members of the Award Management, sponsors, and partners of the Award are not allowed to participate in the Award. This excludes nurses working at Aster DM Healthcare and its affiliates and group entities.
- 3.16 The Jury holds the right to disqualify any application which does not meet the eligibility criteria. Jury's decisions are final and binding and cannot be challenged in any manner whatsoever.
- 3.17 The Award Management may modify the eligibility criteria from time to time with retrospective effect, without prior written notification

4 Winner selection process

- 4.1 The applications that meet the eligibility criteria shall be presented to the Jury. The decision by the Jury as confirmed by Award Management shall be final and binding
- 4.2 The top finalists as well as the winner may be featured or covered by the Award Management or brief thereof may be featured on the website at the sole discretion of the Award Management
- 4.3 The Candidate must share any additional information or documents, if required, with the Award Management. The Award Management holds the right to ask for any additional information or documents at any stage of the Award process. Failure to provide such information shall lead to disqualification of the Candidate. The decision of the Jury and Award Management shall be final and binding
- 4.4 No correspondence of whatsoever nature relating to shortlisting of finalists or selection of winner shall be entertained
- 4.5 Entries once submitted cannot be withdrawn
- 4.6 Award Management shall screen or display the Entries for the Jury
- 4.7 The Jury shall select the top finalists along with the winner

5 Winner declaration

- 5.1 The Award Management reserves the right to offer or withdraw any of the prizes/rewards/gratification/Award as provided herein, at any point of time, including after they have been announced
- 5.2 The Award Management reserves the right to disqualify a candidate from the Award, at any point of time, including after they have been announced as a finalist in any case, if there are discrepancies found in information provided in the application form against the supporting documents provided Award Management or identity has a severe criminal record, etc.
- 5.3 The final decision with respect to the eligibility of the Candidate shall be of the Award Management and Jury

- 5.4 It is mandatory for the Top 10 finalists to attend to Award Ceremony in person on May 12, 2024, at the venue decided by the Award Management failing which the finalist shall be disqualified from the Award
- 5.5 The top 10 finalists must have a valid passport until December 31, 2024, or beyond, and must be willing to travel to the destination country for the Award Ceremony
- 5.6 The travel from the finalist's domicile state to the Award ceremony venue shall be borne by the Award Management. The top 10 finalists shall not be given any option to choose airlines / hotels etc. No request of preferred airlines / hotels / date/s etc. of the finalists shall be entertained by the Award Management. The trip to the Award ceremony venue is not cashable by the finalists at any point.
- 5.7 The visa fees and travel charges will be borne by the Award Management for the top 10 finalists
- 5.8 The other related expenses such as Hotel at the Award ceremony venue including point to point local travel such as Residence to Airport, Airport to Hotel, Hotel to stadium & back etc., and food on a per diem basis shall be paid by the Award Management. Any other additional expenses, of whatsoever nature, will not be borne by the Award Management and the finalists shall have to bear such additional expenses at their own cost.
- 5.9 Award Management shall not be responsible for any change in the schedule of the travel to the event. In case, the top 10 finalists wish to stay or extend their stay beyond the stay organized by the Award Management, the top 10 finalists shall bear all expenses / charges including charges towards traveling back to his/her home city, accommodation, food, local travel, insurance etc. during his/her extended stay at the venue/ country where the Award ceremony will take place
- 5.10 In case of an extended stay of the top 10 finalists in the Award ceremony venue/ country, the top 10 finalists, specifically release and discharge the Award Management from any and / or all liabilities/ responsibilities whatsoever Award Management may have towards the top 10 finalists due to this Award.
- 5.11 To comply with all terms and conditions of the air-ticket, airline operator, travel operator, Hotel, destination country etc. will be the responsibility of the top 10 finalists. Award Management shall be in no way responsible to (i) the finalists, Winners or their legal heirs/successors/representatives for any loss, damage to person or property because of travel, and arising out of and in relation to the participation in this Competition or (ii) third parties for any losses or expenses or claims due to acts or omissions of/by the Candidates during their participation in the Award.
- 5.12 The top 10 finalists shall be responsible for their own behavior, misconduct, unlawful acts, actions/inactions etc. during the entire trip including his/her stay at the Award ceremony venue and the top 10 finalists hereby indemnify and shall keep indemnified, the Award Management, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehavior, misconduct, unlawful acts, actions/inactions etc. of the top 10 finalists.
- 5.13 Award Management shall have the rights and liberty, but not the obligation, to publish information with respect to the submission made by the Candidates
- 5.14 Candidate(s) declare that the details furnished in the application form and supporting documents submitted for the Award are true, correct and complete and, wherever required, provided after thorough due diligence and inquiry. In case any of the said information is found to be false or untrue or misleading or misrepresenting, the Candidate

- will be held liable and accountable for any consequences resulting thereto including indemnifying the Award Management for any expenses, costs, losses, damages incurred.
- 5.15 The Candidate authorizes the Award Management to use the content submitted as part of my/our nomination/ participation, in whole or in part and use and display such content and entry, which shall include trade publications, press releases, electronic or social media posting to any website, electronic hyperlinks to the website of the Candidate, and/or any other display format selected by the Award Management during the Award ceremony or at a later point in time as it may deem fit.
- 5.16 The Award Management may, in its sole discretion, exclude a Candidate from participating in any part of the Award on various grounds, which may include without limitation (i) circumstances which render the Candidate unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the Candidate; (iii) any other reason that, at their sole discretion, would adversely impact the Award. At no point of time will the Award Management be obliged to notify unsuccessful Candidates of its decision
- 5.17 The Award Management is not responsible if a call to a Candidate is not successful due to:
- a. Line being busy
 - b. Congestion
 - c. No answer received
 - d. Poor call conditions / unclear reception
 - e. Number engaged
 - f. Call drop
 - g. E-mail not delivered
 - h. Other reasons that could render a call unsuccessful or terminate it
- 5.18 The Award Management further reserves the right to replace, at its discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Award, with another Candidate who should be eligible to be a winner.
- 5.19 The prize money is subject to applicable taxes and will be governed by the laws prevailing in India, UAE and the country from where the Candidate has applied. The taxes and any other costs and expenses including bank charges incurred to receive the prize money will be borne by the Candidate entirely.
- 5.20 The Award Management will use the e-mail used to register for the Award by the Candidate, to identify the winner, if any. Inability on the part of the Candidate to accordingly show or provide the required identification proof could entitle Award Management to disqualify the Candidate from any winning, if any.
- 5.21 Award Management shall make all reasonable endeavors to (i) enable Candidate(s) to proceed with participation in the Award (ii) to contact all finalists and winner(s) at each relevant juncture of the Award, Award Management can make no guarantee thereof and the Award Management shall in its sole discretion be entitled to proceed with the next entitled Candidate(s) who are eligible to be winners under the Terms, in case it is unable to successfully contact and communicate with Candidates(s)/ winner(s) in Terms hereof.
- 5.22 Award Management will have no liability to any Candidate who is unable to take part in the Award, for whatever reason and the Award Management shall be entitled to disqualify the Candidate(s) from the Award, at any time, at the discretion of Award Management.
- 5.23 Award Management further reserves the right to replace, at its discretion, any Candidate or finalist or winner who for any reason fails or is disqualified from or is unable

to participate in the Award, with another Candidate, notwithstanding that such Candidate may have been previously eliminated from the Award and each Candidate shall agree to collect the prize as and when required by Award Management to do so.

- 5.24 If at any point, it is determined by Award Management that any person has tampered with the Website, or any data / servers / database / etc. related to the Award, the Award Management reserves the right at its sole discretion to revoke the prize money of any such Candidate(s) and / or initiate litigation as deemed fit and necessary by the Award Management.
- 5.25 Award Management will reach out to Candidates through email to obtain details and documentation, if any, to initiate the registration process for the prize, if applicable. The Award Management will determine the method of transferring the prize money based on the best possible platform available. Neither Award Management nor the partners will be responsible should the winner(s) refuse to accept the prize money as made available.
- 5.26 Finalist(s) and winner(s) will receive a communication regarding their shortlisting via email on the registered email id, from the Award Management, or on the Website. The details will be intimated by the Award Management to each such finalists and winner on the email id provided by them at the time of registration on Website, on a best effort basis. Any prizes not collected / claimed within 30 days will be forfeited and the winners will be disqualified.
- 5.27 The finalists and winner(s), in order to receive the prize money will be required to send attested copies of a valid photo ID proof issued by the Government with address (passport, or any other Government identity proof, etc.) along with other mandatory documents for the purpose of verification that will be required and requested by Award Management within the stipulated time.
- 5.28 The winner agrees that the receipt of the prize money may be delayed as a result of a delay in submission of documents and/ or any force majeure events and/or any circumstances which are not within the control of the Award Management, including but not limited to the orders/notifications/restrictions/prohibitions by the Government of India/other countries and the respective States/Union Territories, aimed at containment of the spread of COVID-19 or sanctions issued by national or international bodies preventing the transfer of prize money.
- 5.29 The finalists or winner(s) hereby agree that he/ she shall not hold Award Management responsible for any delays and/ or disputes and/or claims arising out of the prize money and shall indemnify the Award Management against any and all such claims. The finalist(s) and winner(s) hereby agree not to publish such information on any public platform(s) including but not limited to any newspapers, magazines, websites, online platform(s), social media platform(s).
- 5.30 The winner(s) shall be responsible to be a part of all the ongoing engagement activities of Aster Guardians Global Nursing Awards and be associated with Aster Guardians Global Nursing Awards for a period of one year. Towards this, the winner(s) shall cooperate and execute a binding agreement which shall detail the roles and responsibilities and the winner(s) shall do all such activities that are reasonably required to fulfill any commitments connected thereto
- 5.31 The finalist(s) and winner(s) hereby agree that in case of any disputes/ claims arising out of the prize, the same shall be addressed directly to the Award Management. The finalist(s) and winner(s) hereby agree that such disputes or claims shall not be made or

published on any public platform(s) including but not limited to any newspapers, magazines, websites, online platform(s), social media platform(s).

- 5.32 Award Management may refuse to pay the prize money to the finalists and winner in the event of any fraud, dishonesty or non-entitlement on the part of any of such finalists and winner(s) to participate in the Award, under the Terms.

6 Prohibited Activities

- 6.1 Candidates shall not cause any viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property or website to be uploaded or inserted at the time of submission of application or during the participation in the Award.
- 6.2 Using the website in any manner intended to damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of the site
- 6.3 Attempting to gain unauthorized access to the site, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means.
- 6.4 Obtaining or attempting to obtain any materials or information stored on the Site, its servers, or associated computers through any means not intentionally made available through the site
- 6.5 Contacting the Award Management or Jury members with an intention to influence or bribe or involve in corruption or cause any bias in their decision-making process.

7 Phases and Dates of the Award

Submission Opening	21 st September 2023
Submission Deadline	15 th November 2023
Award Ceremony	12 th May 2024

- 7.1 The above-mentioned schedule could be added to, modified or cancelled based on technical requirements and in case the Award is for any reason rescheduled, extended, cancelled or terminated early, it shall be at the absolute sole discretion of Award Management
- 7.2 All applications received will be evaluated based on pre-defined evaluation criteria determined by the Award Management in its sole and absolute discretion
- 7.3 The decision taken by the Award Management, based upon the observation & recommendations of Jury with respect to the evaluation/disqualification/qualification is final and binding on all Candidates. No claims/queries raised with respect to the same will be entertained in this regard

8 Limitations & Disclaimers

- 8.1 The Award Management will not be responsible for late/ incomplete/ corrupted/ defective entries and/or which cannot be read or viewed for any reason, and such entries shall stand automatically disqualified. Award Management shall not be responsible if for any technical, physical or other reasons, the entry is not received or cannot be read/ viewed/ judged.

- 8.2 The Award Management reserve their right to suspend, cancel or modify, add to, or truncate these Terms & Conditions or Award and/or rules relating thereto at any time without notice. Candidates shall periodically check this page for updating of these Terms & Conditions.
- 8.3 Award Management gives no warranties in respect of any aspect of the event, or any materials related thereto or offered at the event and, to the fullest extent possible under the laws governing this agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Award is provided on an “as-is” basis. Award Management does not accept any responsibility or liability for reliance by you or any person on any aspect of the event or any information provided at the event.

9 General

- 9.1 Candidate agrees that the Candidate is legally capable of entering and, if selected, participating in the Award and agree to the Terms & Conditions
- 9.2 Candidate understands and agrees that merely participating in this Award does not entitle the Candidate to a prize or to any other form of consideration
- 9.3 Candidate shall be completely responsible for handling any infringement or alleged infringement of third-party rights or intellectual properties in the information submitted by the Candidates through the application form and shall indemnify Award Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or third-party rights or the defines of a claim or any costs payable thereof.
- 9.4 Candidates for the purpose of entering the Award, automatically grants the Award Management a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Award, and any intellectual property in relation to and arising out of such participation in the Award and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, the website in any display format selected during the Award as it deems fit.
- 9.5 The Candidate shall not disclose personal information or sensitive personal information of any third parties in their application forms or through any information provided to the Award Management. In the case studies submitted by the Candidate, the Candidate shall be solely responsible to anonymize all patient data, or any information provided by the Candidate including masking faces of patients in any images shared by the Candidates. Candidate shall ensure that the application form shall contain personal information pertaining to the Candidate alone.
- 9.6 The Award Management reserve the right to, at its discretion, withdraw or amend or add to the Terms & Conditions of the Award at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any individual or organization may suffer as a result of participating or attempting to participate in the Award, the Award being withdrawn, or its rules amended
- 9.7 Should a Candidate wish to withdraw from the Award, kindly inform the Award Management in writing on contact@asterguardians.com at any time up to one week prior to the final Award ceremony (subject to discretion of the Award Management)
- 9.8 All disputes relating to or arising out of the Award shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Mumbai, India

- 9.9 In the event these terms and conditions do not cover any question or complaint in relation to the Award, they will be concluded on by the Award Management (for all other issues) or an independent body or legal team as appointed by the Award Management and deemed necessary

10 Website

- 10.1 The website is only an informational website **www.asterguardians.com** (the “Website”) for the Award. The Award Management is not liable or responsible for any action or decision taken by Candidate or anyone acting on Candidate’s behalf or under Candidate employment or under contract with Candidate. The Award Management shall not be under any obligation to Candidate and Candidate shall have no obligation or rights in relation to the Award and shall have no claims whatsoever against the Award Management relating to the selection process or the running of the Award
- 10.2 The Award Management shall not be responsible for:
- i. any delivery, failures relating to the registration or uploading videos/presentations.
 - ii. any SPAM generated messages as result of Candidate accessing the Website.
 - iii. Award Management not receiving or rejecting any data.
 - iv. any lost, late, or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
 - v. Other conditions/situations or failures beyond its control.

11 Disclaimers

- 11.1 The Award Management has no obligation to screen the entry material in advance and is not responsible for monitoring entries for the purpose of preventing violation of intellectual property ownership rights, or violations of any law, rule, or regulation. If the Award Management is notified of submissions or materials that may not conform to the Terms, it may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such an entry from consideration. The Award Management has no liability or responsibility to Candidates or other users of the Website for performance or non-performance of such activities.
- 11.2 Award Management’s failure to exercise any right shall not be deemed a waiver of any further rights. Award Management shall not be liable for any failure to perform its obligations where such failure results from any cause beyond Award Management’s reasonable control. If any provision of this agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary for this agreement to otherwise remain in full force and effect and enforceable. This agreement is not assignable, transferable or sub-licensable by you except with Award Management prior written consent. This agreement shall be governed by the internal laws of the India including processing of personal data of the Candidates which shall be in accordance with the prevalent data protection laws in India and the parties shall submit to the exclusive jurisdiction of the courts located in Mumbai, INDIA.
- 11.3 A party that substantially prevails in an action brought under this agreement is entitled to recover from the other party its reasonable attorneys’ fees and costs. Both parties agree that this agreement is the complete and exclusive statement of the mutual

understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.

- 11.4 No agency, partnership, joint venture, or employment is created as a result of this agreement, and you acknowledge that you do not have any authority of any kind to bind Award Management in any respect whatsoever.

12 Systems and availability

- 12.1 Award Management, its affiliates, process advisors, contractors, partners and promotion are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Candidates / Candidate's ability to participate, including any injury or damage to Candidates or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. The Award Management is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected answers, which will be disqualified. The Award Management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all answers and personal details (provided, however, that Candidates acknowledge and agree that such methodologies are not infallible, and that the organizers make no guarantee as to their effectiveness).
- 12.2 Any loss or outrage or dissatisfaction suffered by the course of the Award by a Candidate would not be the responsibility of Award Management and/or its associates/ affiliates and the Award Management or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- 12.3 All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, Award Management may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Award Management shall not be held responsible for any loss of data, or the action taken on account of the same. The Award Management will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- 12.4 In case multiple entries are received from a Candidate, the Award Management has the right to choose the first submission from that Candidate
- 12.5 Prior to start of the Award, the Candidate must check that the Website(s) are operational and functioning correctly. The Candidate is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the site
- 12.6 The server used to communicate with the Candidate has adequate redundancies built into it. However, in the rare cases, the server is down during the call for entry period, the Award Management will, at its discretion but not as an obligation, determine such measures as it may deem fit
- 12.7 The Candidate acknowledges that all possible issues may not have been identified by Award Management and its partners and agrees to hold harmless the Award Management and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or

any other discomfort of any sort caused to the Candidate or the Candidate's property, or device shall not be the responsibility of Award Management or its partners.

- 12.8 No person (i.e., either the Candidate, or any person on behalf of the Candidate) shall initiate litigation against Award Management or its partners in any manner without first providing Award Management a complaint at contact@asterguardians.com and providing the Award Management an opportunity to address the complaint. Please refer to clause 11 for more details
- 12.9 The Award Management shall not be liable for any failure of the application server or system in the course of Award.
- 12.10 The Award Management shall take 7-10 working days to respond to queries sent on email

13 Grievance window

- 13.1 The following clauses define the process of lodging a claim on the grievance window, which must be followed by the claimant. Any deviation from the defined process shall render the claim invalid
- 13.2 The claimant must read, understand, and agree to accept all the Terms and Conditions of lodging a claim, prior to submitting the claim against the finalist and even otherwise, once the Claim is submitted, no dispute can be raised later, on the Terms and Conditions and the process adopted.
- 13.3 The participation in the claim shall be made only through the online grievance section on the website/ webpage www.asterguardians.com in English language. Any other mode of submission of claim shall be deemed to be invalid. Any incomplete or incorrect or unclear information / documents / photographs shall render the Claim invalid.
- 13.4 The Claim along with the required mandatory documents / copies / photographs about the said finalist must be uploaded on the grievance claim website within the period of (to be updated). The Award Management will not entertain any claim received through any other mode / medium.
- 13.5 All the documents submitted the on the grievance portal shall be considered valid only upon verification of their authenticity by the internal committee
- 13.6 The Award Management shall not be responsible for loss or non-receipt of claim, or delayed receipt of claim, or website down-time for technological or any other reasons.
- 13.7 Claim once submitted cannot be modified.
- 13.8 The Award Management does not take any responsibility if the Website is not working on any day, for reasons which are beyond its control.
- 13.9 Claimant must understand that merely sharing the grievance claim on the grievance window does not assure acceptance of the claim by the Award Management. The claim shall only be accepted post reviewing the supporting by the internal grievance committee
- 13.10 Claimant shall not disclose/discuss/share/advertise the details of the grievance claim to any third party in any manner whatsoever such as in social media/mainline media. Any act in breach of the above would make the claim invalid
- 13.11 Claimant shall be entitled to avail the grievance claim only once. Multiple claims for the same finalist from the same claimant shall not be valid
- 13.12 Once the grievance claim is received, the Award Management shall take minimum 7 working days from the time the claim has been received to respond

- 13.13 Claimant must respond to any email shared by the Award Management with regards to the claim in due time. Failure to respond to the emails shall lead to disqualification of the claim
- 13.14 Grievance claim shall be opened only after announcing the finalists on the website

14 Confidentiality and Publicity

- 14.1 The Candidate, by providing personal information, hereby understands that Award Management shall have the right to share the information so collected with such other third party as required for the purpose of the Award and hereby agrees that they shall not file any claim against the Award Management for sharing of such personal information. Any information shared by the Candidate to Award Management shall be handled by the Award Management in terms of the privacy policy of Award Management available at <https://www.asterguardians.com/privacy-policy/>
- 14.2 By entering the Award, Candidate agrees to participate in any media or promotional activity resulting from the Award as reasonably requested by the Award Management at their expense and agree and consent to use of their name and/or likeness by the Award Management.
- 14.3 Award Management will contact Candidates in advance of any Award Management media request for interviews. The case studies submitted by the Candidates may also be used for promotional, marketing, press and media purposes and Candidates agrees to waive any rights and not assert any intellectual property rights that they have or may have in the project submission. The Award Management reserves the right to publish the name and likeness of the Candidates, the finalists and the winner of the Award on Website or through other media for publicity purposes. Candidate acknowledges that they will not be paid for use of name and/or likeness or project submissions and hereby relinquish (and with respect to its company, if applicable) any past, present, or future monetary or other claims against Award Management and its affiliates for this use.
- 14.4 None of the Candidates shall, without the prior written approval of the Award Management, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Award. The Candidate shall not disclose any information whatsoever relating to the Award Management to any other party. Violation of this clause shall immediately disqualify the Candidate's prospects of further participation.
- 14.5 The Candidate shall at all times keep confidential all particulars and details regarding the Award
- 14.6 Any photographs, videos etc. submitted by the Candidate s/winners to the Award Management or recorded, shall on submission / creation become the property of the Award Management and shall be available to the Award Management for exploitation across all mediums throughout the world in perpetuity. The Candidate (s) shall ensure that the photos or videos submitted by them in any public domain, or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. The Candidate (s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- 14.7 Acceptance of these terms & conditions by the Candidate constitutes permission for the Award Management, including its affiliates, to click photographs, record videos of the

Candidate (s) and use the Candidate (s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

15 Privacy

- 15.1 Candidate agrees that personal data of the Candidate submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Award Management and its affiliates and contractors or sub-contractors of the Award Management and its affiliates including Jury Members for the purposes of conducting and administering the Award only. By entering the Award, Candidate agrees to the transmission, processing, disclosing and storage of this personal data by Award Management and its affiliates and contractors and sub-contractors of the Award Management including Jury Members. All personal information that is collected from the Candidate is subject to Aster Guardian's Privacy Policy, located at: <https://www.asterguardians.com/privacy-policy/>
- 15.2 Candidate hereby agrees and accepts that their Personally Identifiable Information including Sensitive Personal information (as defined by applicable regulation) will be collected, processed, stored and otherwise used by Award Management and its affiliates, its contractors or sub-contractors including but not limited to its affiliates, Jury Members for the purposes of conducting and administering the Award.
- 15.3 Aster Guardians is committed in protecting the security of the Personal Information collected. Aster Guardians takes reasonable physical, electronic, and administrative safeguards to help protect the information from unauthorized or inappropriate access or use. All Personal Information that is collected from the Candidate is subject to Aster Guardian's Privacy Policy, located at: <https://www.asterguardians.com/privacy-policy/>
- 15.4 The Personal Information will be stored for no longer than necessary, considering the purposes of the processing activities subject to the exceptions provided under the law.
- 15.5 In case of any query and concerns Candidate can contact to the Data Protection Officer at privacy@aterdmhealthcare.com

16 Warranty and indemnity

- 16.1 Candidates warrant that the case studies submitted is their own original work and, as such, they are the sole and exclusive owner and rights holder of the details provided in the case study and that they have the right to apply for the Award and grant all required licenses. Each Candidate agrees not to submit any information in the case study that: (a) infringes any third-party proprietary rights, third party privacy, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law
- 16.2 To the maximum extent permitted by law, Candidate indemnifies and agrees to keep indemnified the Award Management at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Candidate and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Candidate agrees to defend, indemnify and hold harmless Award Management from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable

attorney's fees) arising out of or accruing from: (i) any project submission or other material uploaded or otherwise provided by Candidate that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Candidate in connection with the Award; (iii) any non-compliance by Candidate with these Terms; (iv) claims brought by persons or entities other than the parties to these Terms arising from or related to Candidate's involvement with the Award; (v) acceptance, possession, misuse or use of any prize or participation in any Award-related activity or participation in the Award; (vi) any malfunction or other problem with the Award Website in relation to the entry and participation in the Award by Candidate; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Award by Candidate and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize money or finalist or winner in relation to the entry and participation in the Award by Candidate.

17 Nomination by Third Parties

- 17.1 While participating for the Award, the nominator must agree and accept to have fully read and understood the Terms and Conditions. Nominator must agree and accept that during the nomination process, their personal information such as email ID, name, phone number etc. will be collected, processed, stored, and otherwise used by Award Management and its affiliates, its contractors or sub-contractors including but not limited to its affiliates, Jury Members for the purposes of conducting and administering the Award. The nominator has full authority and requisite consent from the nominee to do so. In case of any disputes, claims, actions etc. Aster Guardians and its affiliates including the third parties shall not be responsible and shall be fully indemnified by the nominator, against any such claims, actions, disputes etc.