

## **CONTEST(S) TERMS & CONDITIONS**

1. Siemens Kitchen Design Awards in association with AD (“Contest(s)”) is organized by BSH Household Appliances Manufacturing Private Limited and Conde Nast (India) Private Limited under its brand ‘Architectural Digest India’ (hereinafter collectively referred to as the “Organisers”). By participating in the said Contest(s), the participant (“you”) agree to be bound by these Terms and Conditions (“T&Cs”) and agree that the same shall be binding upon you unconditionally.
2. Entries for the Contest titled “Siemens Kitchen Design Awards in association with AD” will be accepted from 4<sup>th</sup> April 2025 to 5<sup>th</sup> May 2025 and may be extended at the sole discretion of the Organisers. The Contest(s) is open for participation by architects and interior designers who fulfil the criteria captured below and fill up the participation form along with necessary information as required therein which may be accessed on [*Link of the Participation Form to be included herein*]
  - a. For individuals/ sole proprietorship/ unincorporated entity or association of persons:
    - i. Be residents and citizens of India;
    - ii. Be over 18 years of age.
  - b. For partnership firms/limited liability partnerships:
    - i. It should have its principal place of business in India;
    - ii. It should be bound by the laws of India;
    - iii. The individual submitting the application for the Contest(s) must be duly authorised by it;
    - iv. Its partners must fulfil the criteria mentioned in 2(a) hereinabove.
  - c. For companies:
    - i. It has to be registered under the applicable laws of India;
    - ii. The individual submitting the application for the Contest(s) must be duly authorised to do so by necessary corporate action.
3. The Organisers shall have the sole discretion to appoint jury members (“Jury”) responsible for evaluating and selecting participants. A total of eighteen (18) participants shall be shortlisted to further develop their ideas, out of which six (6) shall be selected as winners for the contest titled ‘Siemens Kitchen Design Awards in association with AD.’
4. The winners selected by the Jury shall have the opportunity to be featured in AD magazine, on AD’s Instagram handle, and attend one (1) awards ceremony to be organized by the Organisers in **Mumbai** (“Prize”). The specifics of the Prize shall be determined solely by the Organisers at their discretion.
5. The entries submitted by you must meet the criteria set out in these T&Cs and such other criteria as may be decided by the Organisers at their discretion.
6. In case of any conflict regarding the T&Cs or any other contest related queries, the decision of the Organisers shall be final and binding on you.
7. The Organisers will announce the winners on Organisers’ respective Instagram handles, post which the winners shall be contacted in a manner decided by the Organisers at their sole discretion.

8. The winners selected by the Jury shall be final and binding on all participants and the Jury shall not be obligated to provide any explanation or justification for the decisions made by them to anyone.
9. In the event that the winner(s) cannot fulfil any condition conveyed to them by the Organisers, then the Organisers shall have the right to disqualify and/or change the winner(s) at their sole discretion and such winner(s) shall have no recourse in the matter.
10. You agree and grant the Organisers the right to use the images and photos shared by you for participating in the said Contest(s), as well as video/images of you taken during the events organized, i.e. Siemens Kitchen Design Awards in association with AD, in any manner or form as may be decided by them at their discretion without payment of any consideration to you.
11. Your participation in the said Contest(s) is deemed to be voluntary and the personal information provided in relation thereto, if any, shall be used by the Organisers for the purpose of the award ceremony, marketing and advertising activities and for market research.
12. The Organisers are not liable in any manner whatsoever for the failure of disclosure to potential winner(s) due to inaccurate, fabricated and/or incorrect information provided by the participants. Participants who provide inaccurate, fabricated and incorrect information shall be solely responsible for any losses and damages suffered by the Organisers and/or any third party.
13. Winners shall note that the Prize is non-refundable, non-transferable and not exchangeable for cash, credit and/or kind, either in part or in full. The Prize cannot be sold or bartered in any manner whatsoever.
14. The Organisers may demand valid documentation to validate your age, citizenship, residence, registrations or any other information as they may deem necessary.
15. The Organisers are committed to operating a fair and consistent Contest(s). The Organisers reserve the right to replace any winner if he/she is disqualified by the Organisers and/or does not acknowledge the Prize within 3 (three) days of declaration thereof by the Organisers.
16. The Organisers shall have the right to disqualify any participant of the Contest(s), for providing inaccurate information or not meeting the eligibility criteria provided herein or any such reason as it may deem fit.
17. Employees, agents and consultants (including their immediate family members) of the Organisers and their divisions, affiliates, subsidiaries or other connected companies, and others associated with the Contest(s) in any manner, are not eligible to participate in the Contest(s).
18. The Organisers reserves the right to pursue legal action against any participant believed to have undertaken fraudulent activities or other activities harmful for the said Contest(s), the entry submission process or to be acting in violation of applicable laws.

19. None of the provisions of these T&Cs shall be deemed to constitute a partnership or agency between the participant(s) and the Organisers and the participant(s) shall have no authority to bind the Organisers in any manner whatsoever.
20. The Organisers reserve the right to amend these T&Cs without prior notice to the participant(s).
21. The Organisers reserve the right to cancel or reschedule the Contest(s) at any time.
22. Intellectual Property Rights: All rights, title and interest, including but not limited to the Intellectual Property Rights in any/all images/photographs uploaded by the Organisers on their respective platforms shall vest with them. You hereby grant the Organisers a non-exclusive, unlimited, perpetual, irrevocable and royalty free license to use the images/photographs shared by you for the Contest(s), in any manner as it may deem fit. The Participants shall not in any manner or form utilize any material including but not limited to images, photographs, logos etc. of the Organisers without their prior written consent.
23. Disclaimers:
  - a. The Organisers shall not be held liable for (i) any delay in performing or partial or total failure to perform any of their obligations under these T&Cs if such delay or failure is caused by circumstances beyond the control of the Organisers; or (ii) delays, changes, cancellations, diversions howsoever caused including without limitation as a result of epidemics, pandemics, COVID-19, travel restrictions whether domestic or international, war, terrorist action or strikes, accidents, fire, flood, non-availability of tickets, rooms, hotels; or (iii) for any loss, damage to property, personal injury, or death resulting from or related to participant's participation and/or inability to participate in this said Contest(s) , or the use, misuse or inability to use the Prize or any portion thereof.
  - b. The Organisers, their group companies, sub-contractors, respective directors, officers, employees, representatives or agents do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem in any network, system, server or otherwise which may result in any participation being not properly registered or recorded or posted.
  - c. In no event shall the Organisers be liable for losses or any incidental or consequential damages arising out of or in connection with the said Contest(s). The Organisers shall not be responsible for any product or service liability of any kind.
  - d. The Organisers offers no express or implied warranty regarding the merchantability and/or fitness of the Prize and/or does not give any assurance for the experience by availing the Prize.
  - e. The Organisers has no control over and is not responsible if for any reason/s whatsoever, if the said Prize cannot be availed/redeemed for any reason whatsoever including force majeure, travel restrictions or ban in India, and/or any other unforeseeable event beyond the control of the Organisers, etc., and in no event shall the Organisers be liable for any losses or any incidental or consequential damages whatsoever caused to the winner(s) due to the same.

24. These T&Cs are subject to the laws of India. You hereby consent to the exclusive jurisdiction and venue of courts in Mumbai, India in all disputes arising out of or relating to your participation in the said Contest(s).