



## Spirit of Humanity Awards 2023 Terms & Conditions

“**Spirit of Humanity Awards 2023**” (hereinafter referred to as “**Award**”) is organized and conducted by Americares India Foundation (“**Americares**”). The Award Show will be conducted based on the rules and regulations stated hereunder (“**Rules**” or “**Rules and Regulations**” or “**Terms & Conditions**” or “**T&C**”). Americares reserves the right to modify these Rules and Regulations without any prior notice. You are advised to regularly access and view these Rules on the microsite [www.spiritofhumanity.org.in/](http://www.spiritofhumanity.org.in/). If you do not agree with any of the Rules and any amendments thereto, you are advised not to participate in the Award Show. Americares includes its affiliates, group companies, its employees, officers, and directors.

### Definitions

<b>Award Show</b>	Spirit of Humanity Awards 2023
<b>Award Categories</b>	<p>The award categories are divided based on the annual budget* as below:</p> <p>A. Annual budget* <b>up to INR 3 crores</b>:</p> <ul style="list-style-type: none"><li>i. Childcare</li><li>ii. Disability</li><li>iii. Education</li><li>iv. Health</li><li>v. Women Empowerment</li></ul> <p>B. Annual budget* <b>above INR 3 crores (across sector)</b>:</p> <ul style="list-style-type: none"><li>vi. Social Impact Award</li></ul> <p>*For ease of understanding we have used the term annual budget on our website, etc. however it should be construed as the total income reported by the NGO/ Charitable organization/ Trust during the FY2022 – 23.</p>
<b>Award Management</b>	Organizers of the Award Show including the Sponsor, Americares India Foundation or its respective assignees and affiliates
<b>Website</b>	<a href="http://www.spiritofhumanity.org.in/">www.spiritofhumanity.org.in/</a>
<b>Eligibility Criteria</b>	<p>Any NGO, charitable organization, and trust (“Organization”) across India</p> <ul style="list-style-type: none"><li>(i) Organization should be registered and having operations in India on or before April 1<sup>st</sup>, 2019.</li><li>(ii) Organization initiatives should have been implemented within India and benefitting citizens of India.</li><li>(iii) Organization must have audited financial statements for FY 2020-2021, FY 2021-2022 and FY 2022-2023 and have duly filed IT returns for AY 2021-2022, AY 2022-2023 and AY 2023-2024.</li><li>(iv) Organization must not have any criminal conviction.</li></ul>

**Spirit of Humanity Awards 2023**  
**Terms & Conditions**

	<p>(v) Authorized representative applying on behalf of an organization must at least be 18 years of age at the time of application.</p> <p>(vi) Entries received from National winners of the previous three editions (viz. 2018, 2019 and 2022) of the Awards will not be considered eligible whereas Finalists will be considered eligible.</p> <p>(vii) Organization must enter the Award in compliance with the Rules and Regulations as stated in this document.</p>
<b>Shortlisted Participant</b>	Shortlisted NGO/ Charitable organization/ Trust who qualify for Pre-Final Round of Evaluation basis pre-determined evaluation parameters will be considered as shortlisted participant.
<b>Finalist</b>	Shortlisted NGO/ Charitable organization/ Trust who qualify for National Jury Round will be considered as Finalist.
<b>Jury</b>	A panel of eminent experts from the relevant industry who will shortlist the winners for specified award categories in each round.
<b>Period for Call for Entry (CFE)</b>	The NGO/ Charitable organization/ Trust can apply for the Awards from June 15 <sup>th</sup> , 2023 (12:00:00 IST) to July 10 <sup>th</sup> , 2023 (23:59:59 IST) during which the NGO/ Charitable organization/ Trust can apply for the Awards and send in their supporting documents to the Award Management.
<b>Publicity Rights</b>	Right to use NGO/ Charitable organization/ Trust 's name & logo, likeness, voice, picture, video or the content of his/her participation or any other communication between the NGO/ Charitable organization/ Trust and the Award Management
<b>Rules and Regulations</b>	Rules governing the Award Show, stated herein in entirety, as may be amended from time to time by Americares in its sole discretion.
<b>Winner</b>	Any NGO/ Charitable organization/ Trust selected by the Jury as per pre-determined evaluation parameters

In its sole discretion, the Awards Management has the right to determine whether a nomination meets the eligibility criteria to participate in the Award Show. The decisions of the Awards Management and the Jury regarding eligibility and other aspects of the Award Show will be considered final and binding.

**Spirit of Humanity Awards 2023**  
**Terms & Conditions**

## **PROCEDURE TO PARTICIPATE IN THE AWARD**

### **Registration Process**

1. Any NGO/ Charitable organization/ Trust who complies with the above-mentioned eligibility criteria can apply by visiting the website at [www.spiritofhumanity.org.in](http://www.spiritofhumanity.org.in) which can be accessed by the public at large on their mobile devices/ laptops/ tablets etc.
2. Last date for submission of nomination forms will be July 10<sup>th</sup>, 2023 (23:59:59 IST). The Award Management reserves the right to alter, modify or change the CFE period at its sole discretion. In the event of any changes, the same may be communicated on the website. The Award Management will not be liable for any losses arising out of such changes to the NGO(s)/ Charitable Organization(s)/ Trust(s).
3. The NGO/ Charitable organization/ Trust shall be required to provide below mentioned basic information at the time of registration including but not limited to the name of the NGO/ Charitable organization/ Trust, name of the authorized representative of the NGO/ Charitable organization/ Trust, his/her title/position, contact details, alternate contact details, website URL, among others etc.
4. Post successful registration and submission of nomination form, the NGO/ Charitable organization/ Trust will be able to participate in the Award. By participating in the Awards, it is deemed that the NGO/ Charitable organization/ Trust have read, understood, accepted, and agreed to abide with all the Rules & Regulations of the Award Show as mentioned herein and is unconditionally bound by the rules of the Award Show as mentioned here and uploaded on the website, and any decisions made by Americares and/or Awards Management in its sole discretion, including any interpretations of the Rules & Regulations.
5. The registrations for participation in the Award Show should be completed on or before the closing of the Call for Entry Period and should be complete in all sense to be considered as a valid entry. Any incomplete, erroneous, or unclear information, shall be considered invalid and deemed null and void and the entry of such Applicant will not be considered.
6. A nomination form will be considered complete and valid, only if the following are duly completed and submitted to the Awards Management via the website before July 10<sup>th</sup>, 2023 (23:59:59 IST).
7. In order to confirm the eligibility of the NGO/ Charitable organization/ Trust, the NGO(s)/ Charitable Organization(s)/ Trust(s) are mandatorily required to submit scanned copies of the documents listed below as and when asked for by Americares.

**Spirit of Humanity Awards 2023**  
**Terms & Conditions**

8. The following documents are mandatory to be submitted for an entry to be considered as a valid and a complete entry. Documents provided should be clear, readable scanned copies and any failure to provide the same can lead to disqualification:
- a. A valid PAN card, 12A certificate, Certificate of registration of Societies and FCRA certificate.
  - b. Audited financial statements (Balance sheet and P&L account) pertaining to the previous three years as applicable (FY 2019-2020, FY 2020-2021 and FY 2021-2022) and have duly filed IT returns for (AY 2020-2021 AY 2021-2022 and AY 2022-2023).
  - c. Presentation including an overview of the organization; brief description of initiatives conducted considering relevant award categories applied for, budget details, plans for sustainability and future outlook, any awards and recognitions, media write-ups & Interviews as annexure, among others etc.
  - d. Declaration (on Organization letterhead (including organization stamp and signature of the authorized signatory, declaring no criminal proceedings and that the authorized representative\* is above 18 years of age).
  - e. Authorized representative's self-attested Driver's License/ Passport / Aadhar card / PAN card / Voter ID / Birth Certificate.
- \*Such persons will be considered the nominated representatives of the NGO and/or Charitable organization and/or Trust who will be the responsible point of contact (POC) for Spirit of Humanity Awards 2023. Such persons additionally will be permitted to attend any of the jury meetings, etc. held for Spirit of Humanity 2023 evaluation process. Any changes to such POC, would be required to be shared with the Awards Management well in advance either through email addresses used to apply for the awards and/or on Organization letterhead and stamp with the authorized signatories sign)
9. The NGO/ Charitable organization/ Trust will not be levied any charge to visit the website, to participate in the Award Show using the website however, the network provider may levy data and other charges to the Applicant(s), at the applicable rate for using internet connection. It should be verified by the Applicant(s) at his/her sole responsibility. Americares and/or the Award Management shall not be responsible for any such charges incurred by the Applicant(s). For further details, please contact your service provider.
10. In the event of any technical errors, Americares and/or the Award Management shall not be responsible for the same. Further, entries received despite or owing to any technical errors shall be considered invalid and Americares shall have the sole discretion in such cases.

## Spirit of Humanity Awards 2023

### Terms & Conditions

11. The NGO/ Charitable organization/ Trust acknowledges that he/ she has voluntarily chosen to participate in the Award Show at his/ her free will and is willing to bear all risks, costs, and consequences arising from such participation.
12. NGO/ Charitable organization/ Trust will receive a confirmation email of their submission upon full completion of the entry form. Entries are subject to disqualification at any time including after approval and acknowledgement.
13. Except where prohibited, entry in the Awards Show constitutes each NGO/ Charitable organization/ Trust 's consent to the publication of her/his/its name, organizational information and completed Entry, including the Digital Image, (to the extent applicable) in any media for any commercial or promotional purpose (including, without limitation, the Internet), without further compensation.
14. By entering the Awards Show and providing an email address/ mobile number, each Applicant(s) grants Awards Management permission to send the Applicant(s) emails/calls/SMS (es) related to the Awards Show, including, but not limited to notification of Finalists, Winners, and follow-up emails//calls/SMS(es).
15. Categorization of entries will be approved by the Jury / Awards Management. The Jury / Awards Management retain discretionary right to re-categorize an entry, if needed.
16. One nomination form can be used only for a single entry in each award category. Entries will be accepted in English language only.
17. Receipt of nomination forms after the specified last date of receipt may be permitted only for genuine reason at the discretion of the Awards Management/Jury.
18. Awards Management will not be responsible for nomination forms that are lost in transit / received late / damaged / loss due to lack or lapse in any communication on account of internet failure.

### Screening Process

1. During the screening period, entries received will be screened based on the eligibility criteria and the receipt of mandatory documents as listed above to determine the list of eligible entries.
2. Eligible NGO(s)/ charitable organization(s)/ trust(s) shall be screened on the basis of predefined evaluation parameters by a panel on specific dates and time either online or offline to determine the Top 6 NGO/ Charitable organization/ Trust in each award category. The decision of Americares shall be final and binding upon all the NGO(s)/ Charitable organization(s)/ Trust(s).

## Spirit of Humanity Awards 2023

### Terms & Conditions

#### Shortlisting Process

1. During the shortlisting period, the Top 6 NGO(s)/ Charitable organization(s)/ Trust(s), they shall be required to deliver an elevator pitch to a panel of jury members (Pre-Final Jury members) on specific dates and time either online or offline as decided and communicated by Americares. The decision of Americares shall be final and binding upon all the NGO(s)/ Charitable organization(s)/ Trust(s).
2. The Pre-Final Jury shall determine the Top 6 NGO(s)/ Charitable organization(s)/ Trust(s) across categories on the basis of pre-defined evaluation parameters such as organization structure, brief overview, program details & geography, beneficiary–impact, etc. or any other criteria determined by Americares, at its sole discretion. The Awards Management reserves the right to alter the number of top Finalists for any reason, including, but not limited to, not receiving a sufficient number of eligible entries to determine the same.
3. An eminent panel of independent jury members (National Jury) will evaluate the Top 4 Finalists in each award category as shortlisted by the Pre-Final Jury to determine the one winner in each category.
4. The Winners will be announced on an event organized by the Awards Management to felicitate the winners.

#### Disqualification

1. The Awards Management reserves the right, in its sole discretion, to disqualify any NGO/ Charitable organization/ Trust at any time that it finds to be tampering with the entry process or the Awards process; to be acting in violation of these Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
2. Submitted entries must be consistent with these Rules and Awards Management reserves the right, in its sole discretion, to reject and/or disqualify any entries at any time that Awards Management deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, self-mutilating (e.g. relating to murder, the sales of weapons, cruelty, abuse, etc.), illegal (computer hacking, underage drinking, etc.), threatening, harassing, or otherwise inconsistent with the objectives of this Award Show or Rules or that contain images, words or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that Awards Management believes may violate any applicable law or regulation or the rights of any third party or may subject the Awards Show, Awards Management, or Awards Management advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. For purposes of this paragraph, submitted

## Spirit of Humanity Awards 2023

### Terms & Conditions

entries include content on the NGO/ Charitable organization/ Trust 's testimonials, website, and social media sites etc.

3. Should the Awards Management determine, in its sole discretion, that any NGO/ Charitable organization/ Trust or any announced Winner has violated any of the prohibitions contained in these Rules or should be disqualified for any other reason, Awards Management shall have no obligation to award such NGO/ Charitable organization/ Trust / Winners.

#### **Completeness of Entries/ Disqualification**

4. All mandatory fields in the nomination form are required to be filled in all respects (including submission of requisite aforementioned documents); else it will be disqualified from participation.
5. Disqualification of any entries is at the sole discretion of Awards Management.
6. Non-submission of data will automatically lead to disqualification of that particular entry.
7. NGO/ Charitable organization/ Trust that conforms to each of the Award categories can participate in the same. Entry which is not attributable to the listed categories would automatically stand disqualified. Determination of the same is at the discretion of the Jury / Awards Management.
8. Absence of an NGO/ Charitable organization/ Trust or representative of the NGO/ Charitable organization/ Trust at the interim/ pre-final/ final Jury meeting will automatically lead to disqualification of that particular entry.

#### **Award**

9. In case an Award is unclaimed by the winner due to any reason the same will result in forfeiture of the Award by such Winner and Americares shall not entertain any claims in this regard thereafter.
10. Award is not transferable or assignable and shall not be assigned to any other person. There is no cash substitution, cash redemption or cash value in lieu of the respective Award.
11. Americares gives no warranty and shall not be liable for the quality, warranty, or replacement of the Award. All taxes, levies and charges relating to the Awards, if any will be borne by the Winners.

#### **Additional Information**

## Spirit of Humanity Awards 2023

### Terms & Conditions

12. NGO/ Charitable organization/ Trusts may be contacted for any additional information or / and may conduct field visit to verify the information provided. Such additional information sourced from the NGO/ Charitable organization/ Trust will become part of the original application.
13. Awards Management has the right to ask for documentary proof of information / audited financial data / audit the information provided. If such a request is made and the NGO/ Charitable organization/ Trust does not comply with it promptly; the NGO/ Charitable organization/ Trust may be disqualified from participation in the Awards.
14. Information provided by the NGO/ Charitable organization/ Trust will be used only for the limited purpose of evaluating the NGO/ Charitable organization/ Trust's entry to these Awards and, for the specified purpose as agreed to in the declaration form.
15. Awards Management or team appointed by Awards Management will try to contact the NGO/ Charitable organization/ Trust on best effort basis by any means deemed appropriate.
16. In the event it is not possible to contact any NGO/ Charitable organization/ Trust to obtain information on them, interview them, etc. such NGO/ Charitable organization/ Trust may be disqualified from further participation.
17. The NGO/ Charitable organization/ Trust hereby irrevocably authorizes the Awards Management to use the data gathered during and/or the Awards in respect of the NGO/ Charitable organization/ Trust s. This shall be the property of Americares and Americares shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Americares's Sponsor / brand. Awards Management shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the NGO/ Charitable organization/ Trust s during the Awards. Further, Awards Management shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the Awards.

#### **Winner selection Process**

18. Entries will be received by the Awards Management only through the microsite [www.spiritofhumanity.org.in/](http://www.spiritofhumanity.org.in/) and will be screened based on eligibility criteria and shortlisted against pre-determined evaluation parameters.
19. As part of the process of selection of a winner in each Award category, shortlisted NGO/ Charitable organization/ Trusts will be invited to make / submit a detailed presentation to the Jury followed by a question answer session.
20. Jury will select the winners in each category based on predetermined judging and evaluation parameters by scoring their entries.



## Spirit of Humanity Awards 2023

### Terms & Conditions

21. Process Advisors and Evaluators will independently tabulate the scores and the highest scoring entry will be determined as the winner in each category.
22. In case of a tie, more than 1 (one) winner can be declared.
23. There could be one or more winners in each award category, at the discretion of the Jury.
24. The determination of who should receive an award for any award category rests with the Jury.
25. The Jury's decision is final and binding on all NGO/ Charitable organization/ Trust s.
26. Nomination forms received will be collated under each award category for evaluation by Awards Management.
27. Determination of the Award category to which an application belongs is at the discretion of the Jury.
28. Awards Management reserves the right to make the final judgment in case of any ambiguity in Rules and Regulations / disputes over suitability.
29. Only the authorized representative(s) of the NGO/ Charitable organization/ Trust would be contacted in case the Jury needs further information. The cost of travel incurred by NGO/ Charitable organization/ Trust s, if any, would need to be borne by the NGO/ Charitable organization/ Trust .
30. NGO/ Charitable organization/ Trust agrees that the NGO/ Charitable organization/ Trust is legally capable of entering and, if selected, participating in the Awards and agree to the T&C. NGO/ Charitable organization/ Trust is competent (i.e., NGO/ Charitable organization/ Trust are of legal age and mental capacity) and eligible to enter into legally binding agreement on Participation.
31. NGO/ Charitable organization/ Trust understands and agrees that merely participating in this Awards does not entitle the NGO/ Charitable organization/ Trust to a prize or to any other form of consideration.
32. NGO/ Charitable organization/ Trust warrants and represents to the Awards Management that all information including any communications, software, photos, text, video, graphics, music, sounds, images and other material submitted or recorded in any manner by the NGO/ Charitable organization/ Trust or the partners of Awards Management including Awards Management for consideration for the Awards are solely owned by the Awards Management and do not infringe upon any other individual or Enterprise rights (including, without limitation, intellectual property rights). NGO/ Charitable organization/ Trust shall be completely responsible for handling any infringement or alleged infringement and shall indemnify Americares, and the Awards Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or the defense of a claim or any costs payable thereof.

## Spirit of Humanity Awards 2023

### Terms & Conditions

33. NGO/ Charitable organization/ Trust must enter the Awards at their own will and the Awards Management are not in any way obligated or liable for any loss or costs that the NGO/ Charitable organization/ Trust may suffer or incur and nothing is payable to the NGO/ Charitable organization/ Trust s for participating in the Awards or any event prior to or following the Awards.
34. NGO/ Charitable organization/ Trust s for the purpose of entering the Awards, automatically grants Americares a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Awards, and any intellectual property in relation to and arising out of such participation in the Awards and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, Americares website in any display format selected by Americares during the Awards or use by Americares as it deems fit.
35. The NGO/ Charitable organization/ Trust s indemnify Americares, its employees, officers, contractors, partner or other persons used by them in relation to this Awards and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Awards Management by any third party in connection with the NGO/ Charitable organization/ Trust s participation in or winning the Awards, which is inconsistent with any of the warranties and representations made by the NGO/ Charitable organization/ Trust s, or due to breach of these Terms and shall reimburse Americares for any loss, costs, expense, or damage to which said indemnity applies. Americares shall give the NGO/ Charitable organization/ Trust prompt written notice of any claim or actions covered by this indemnity, and the NGO/ Charitable organization/ Trust shall have the right, at its own expense, to participate in any such action.
36. In the event these Terms and Conditions do not cover any question or complaint in relation to the Awards, the same will be concluded on by the Awards Management (for all other issues) or an independent body or legal team as appointed by the Awards Management and deemed necessary.
37. The NGO/ Charitable organization/ Trust agrees to give full consent unconditionally for Americares to share any information provided by the NGO/ Charitable organization/ Trust with agencies working with them with regards to the program, its recording and broadcasting and related activities including agencies involved with Americares.
38. The decision of Americares in relation to the interpretation of any of these Terms shall be final and binding on the NGO/ Charitable organization/ Trust s.

**Incorrect Information**

## Spirit of Humanity Awards 2023

### Terms & Conditions

39. If at any time, any information provided by any NGO/ Charitable organization/ Trust is found to be incorrect in any manner, then the NGO/ Charitable organization/ Trust will not be permitted to continue participation for that particular entry in the Awards, and the Awards Management will not be liable to return any materials to such disqualified entry.
40. If, after the conclusion of the Awards ceremony, any information provided by any NGO/ Charitable organization/ Trust is found to be incorrect in any manner, the NGO/ Charitable organization/ Trust will be liable to return the Award and any monetary / non-monetary incentives provided as part of the Award.
41. All Entries are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by the Awards Management and complete compliance with these Rules and Regulations. Awards Management has the sole right to disqualify any entry if it is not in compliance with the Rules and Regulations herein specified or any further applicable laws, regulation/ or any policies that may be specified by the Awards Management.
42. Determination of whether information provided as fair and accurate rests with the Jury and Awards Management.
43. Awards Management shall keep personal information (if any) collected for the Awards Show / from NGO/ Charitable organization/ Trust confidential. Notwithstanding the foregoing, the NGO/ Charitable organization/ Trust , by providing their personal information, hereby agrees that Awards Management shall have the right to use and share the information so collected with such other third party/ies as it deems fit for successful execution of the Awards Show. The NGO/ Charitable organization/ Trust hereby agrees that they shall not file any claim against Awards Management for using and sharing such personal information.

#### **General Release/Limitation of Liability**

44. The call for entries for the Awards will be announced in one or more media platforms and / or by direct communication with potential NGO/ Charitable organization/ Trust s, and that shall be construed to be adequate notice for call for entries.
45. By participating in the Awards Show, each NGO/ Charitable organization/ Trust releases and holds Americares, its parent and affiliate companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Awards Show or with the acceptance, possession, use of any Awards (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). The Awards Management is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries or in the running of this

## Spirit of Humanity Awards 2023

### Terms & Conditions

Awards Show. The Awards Management will not be responsible for typographical, printing, or other errors in these Rules or in other materials relating to the Awards Show.

46. If for any reason, the Awards Show is not capable of running as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, pandemic technical limitations or failures, human error, mistake or any other cause that in the sole opinion of Awards Management could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Awards Show, Awards Management reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Awards Show at any time and without notice.
47. In the event of any discrepancies with respect to this Awards Show, Awards Management decision is final, and no other further correspondence will be accepted. Awards Management will not be obliged to declare / provide the Awards if it is contrary to any applicable laws or regulations.
48. Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each NGO/ Charitable organization/ Trust agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Awards Show, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such NGO/ Charitable organization/ Trust , but in no event attorney's fees as the NGO/ Charitable organization/ Trust s will bearing the same and agrees to do so under these Rules; and (iii) under no circumstances will any NGO/ Charitable organization/ Trust be permitted to obtain any award for, and NGO/ Charitable organization/ Trust hereby waives all rights to claim, incidental, punitive or consequential damages.
49. By participating in the Awards process in any manner, the NGO/ Charitable organization/ Trust is deemed to have read, understood, and unconditionally accepted the Rules & Regulations of the Awards which may be updated, if required.
50. Awards Management accepts no liability for any unintentional errors or omissions, whether on behalf of itself or any third Parties.
51. NGO/ Charitable organization/ Trust s shall be solely responsible for any consequences which may arise due to their actions of infringement of intellectual property rights belonging to any other person /entity, etc. and also undertake to indemnify Americares and its affiliates, Awards Management, its Directors, Officers, Employees, etc. on the happening of such an event (including without limitation cost of Attorney, Legal Charges, etc.) on full indemnity basis.
52. Participation in the Awards does not necessitate winning an Award.

## Spirit of Humanity Awards 2023

### Terms & Conditions

53. The above-specified categories of the Awards may undergo changes and as per the sole discretion of the Awards Management. Decision of the Awards Management on all matters is final and binding on all NGO/ Charitable organization/ Trust s.
54. NGO/ Charitable organization/ Trust s, NGO/ Charitable organization/ Trust s and Winners permit complimentary use of their names, nominated and winning content and factual information about their participation in the public media (for the build-up to the Awards, during the Awards ceremony and after the Awards ceremony) and do not have any right to any revenues earned through intellectual property rights generated by the Awards.
55. The Awards Management reserves the right to withdraw and/or amend the terms of the Awards at any time and does not take responsibility for any loss or damage that any person or Enterprise may suffer as a result of participating or attempting to participate in the Awards if the Awards being withdrawn or its terms amended. If during the course of the Awards, it is discovered that an entry/winner has a dispute registered against it in a court of law, the dispute which is in contradiction to the spirit of this Awards; the Awards Management reserves the right to declare that entry/winner ineligible and/or withhold any Award until the dispute is resolved in favor of the NGO/ Charitable organization/ Trust .
56. Efforts will be made to adhere to the defined timelines. However, the Awards Management cannot and shall not be accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Awards or its ceremony or any part of its processes or voting. The Awards Management and its associates cannot be held responsible for matters out of its control and for force majeure.
57. Additions, deletions and/or modifications to these Rules and Regulations are at the discretion of the Awards Management. It may make such additions/deletions and/or modifications, at any time before or after the Awards, as required.
58. All disputes relating to or arising out of the Awards 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.
59. The NGO/ Charitable organization/ Trust s, NGO/ Charitable organization/ Trust s and winners agree that they shall hold harmless Awards Management and sponsors, their employees, officers, associates, or other persons and shall defend them against any loss, claims, demands, costs, damages, judgments, expenses, or liability arising out of or in connection with any or all claims that may be brought against the Awards Management by any third party in connection with participation in or winning the Award.
60. If NGO/ Charitable organization/ Trust s are unclear as to the rules or any element of the Awards or experience difficulties of any kind, they can write in their questions, problems, or clarifications to the following address [soh@americares.org](mailto:soh@americares.org).

## Spirit of Humanity Awards 2023

### Terms & Conditions

61. The Awards Management shall endeavor to the best of its ability to respond thereto.

#### **Construction, Waiver and Dispute Resolution**

62. The construction, validity, interpretation and enforceability of these Rules, and all issues and questions relating thereto, along with the rights and obligations of all NGO/ Charitable organization/ Trust s and of Awards Management, shall be governed by, and construed in accordance with the laws of the State of Maharashtra, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
63. Any specific waiver of any obligation hereunder by Awards Management does not constitute a general waiver of that obligation nor of any other obligation of NGO/ Charitable organization/ Trust .
64. Any dispute concerning this Awards Show shall be submitted to binding arbitration in Mumbai, India. within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing the Arbitration and Conciliation Act ,1996.To the fullest extent permitted by law, no arbitration brought pursuant to these Rules shall be joined to any other arbitration initiated pursuant to these Rules. While all attempts will be made by the Awards Management for call for entries, there is a possibility of missing potential NGO/ Charitable organization/ Trust s due to the fragmented spread of the industry in India. The Awards Management will not be held liable for the same.
65. NGO/ Charitable organization/ Trust s shall be solely responsible for any consequences which may arise due to their actions of infringement of intellectual property rights belonging to any other person /entity, etc. and also undertake to indemnify Awards Management, its Directors, Officers, Employees, Process Advisors and Evaluators etc. on the happening of such an event (including without limitation cost of Attorney, Legal Charges, etc.) on full indemnity basis.
66. Any conflict related to various provisions and interpretation of these Rules will be addressed by the Award Management. The decisions of the Award Management shall be final and binding.
67. If NGO/ Charitable organization/ Trust s are unclear as to these Rules or any element of the shortlisting process, they can write in with their questions, concerns, or queries to [soh@americares.org](mailto:soh@americares.org). Americares shall make efforts to respond to the e-mail on a best-effort basis, however, shall not be held responsible in the event that no response is received. In case no response is received, the same shall not be used as a ground to extend timelines for any category.

## Spirit of Humanity Awards 2023

### Terms & Conditions

68. The short-listing of the entries and selection of winner's process is not subject to review by any NGO/ Charitable organization/ Trust s. The Awards Management will not entertain any communication, whatsoever, in this regard from any NGO/ Charitable organization/ Trust s.
69. The Awards Management will not be liable for any claims / disputes made by the NGO/ Charitable organization/ Trust s, or winners in relation to the Awards Show or any aspect thereof.
70. The Awards Management reserves the right to withdraw and/or amend the terms of the Awards Show at any time and does not take responsibility for any loss or damage that any person or organization may suffer as a result of participating or attempting to participate in the Awards Show if the Awards Show is withdrawn or its terms amended. If during the course of the Awards Show, it is discovered that an entry/winner has a dispute registered against Awards Management in a court of law, Awards Management reserves the right to declare that entry/winner ineligible and/or withhold any Award until the dispute is resolved in favor of the NGO/ Charitable organization/ Trust s.
71. The NGO/ Charitable organization/ Trust and winners agree that they shall hold harmless Awards Management, Process Advisors and Evaluators and sponsors, their employees, officers, associates, or other persons and shall defend them against any loss, claims, demands, costs, damages, judgments, expenses, or liability arising out of or in connection with any or all claims that may be brought against Awards Management by any third party in connection with participation in or winning the Awards Show.
72. Awards Management reserves the rights to amend these Rules at any time without notice.

### **Copyright**

73. By participating in the submission process for this Award Show, the NGO/ Charitable organization/ Trust grant to Awards Management, its parent and affiliated companies an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by NGO/ Charitable organization/ Trust in connection with the Awards Show, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) now known or hereafter devised, throughout the world in perpetuity, and to license others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any NGO/ Charitable organization/ Trust . Each NGO/ Charitable organization/ Trust further agrees that it will use its best efforts to have its employees, consultants, volunteers, officers, and directors sign any additional licenses or releases that Awards Management may require.
74. By submitting, submission materials, NGO/ Charitable organization/ Trust each acknowledge that the submission materials, and any other materials submitted in connection with this award show, may be posted on the awards management website(s), at awards management's sole

## Spirit of Humanity Awards 2023

### Terms & Conditions

discretion. Awards Management reserves the right to edit the submission materials and other materials prior to posting them to the website at its sole discretion.

#### **Limitation of Liability and Remedies**

75. The Award Management reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any NGO/ Charitable organization/ Trust who is deemed ineligible or for any reason that the Award Management feels is necessary and/or appropriate, including without limitation, if that NGO/ Charitable organization/ Trust has not complied with these Rules of the Award, the Award Management determines he/she is attempting to undermine the legitimate operation of the Award by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other NGO/ Charitable organization/ Trust or the Award Management, the Selection Panel, Jury or has interfered, in Award Management's sole opinion, with the proper conduct of the Award.
76. NGO/ Charitable organization/ Trust s or any other person that accesses the Web Page, agrees that neither Americares nor any third party content or service providers involved in the Award will be liable to NGO/ Charitable organization/ Trust for any loss or damages, either actual or consequential, arising out of or relating to these Rules, NGO/ Charitable organization/ Trust 's use or inability to use the Web Page, or to NGO/ Charitable organization/ Trust 's reliance upon information obtained from or through the Web Page, participation in the Award, travel, or use or misuse of any prize. In particular, neither Americares nor its third party or service providers will have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to the awards, terms of use, visitor's use or inability to use the Web Page, entry form (online / offline) or to visitor's reliance upon information obtained from or through the Web Page, participation in the Award, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.
77. The participation in the Award implies unconditional acceptance of all these Rules and Regulations of the Award by the NGO/ Charitable organization/ Trust .

#### **Disclaimers**

78. The Award Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property rights, or violations of any law, rule, or regulation. If the Awards Management is notified of submissions or materials that allegedly do not conform to these Terms & Conditions, it may investigate the allegation and determine in good faith and in its sole discretion whether to reject a NGO/ Charitable organization/ Trust from the Award. The Awards Management has no liability or



## Spirit of Humanity Awards 2023

### Terms & Conditions

responsibility to NGO/ Charitable organization/ Trust or users of the Website for performance or non-performance.

79. Americares shall not be responsible for printing or typographical errors in any promotional materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, including inability to access the Application/website or process any transaction thereon.
80. The website is provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, Americares and the Awards Management disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the Award, and the Website. Without limiting the foregoing, Americares and the Awards Management specifically disclaim any warranty (a) that the Application/website will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the Application/website (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If the NGO/ Charitable organization/ Trust s use of the Website, online entry form results in the need for servicing or replacement of NGO/ Charitable organization/ Trust 's or another's equipment or data, Americares and the Awards Management are not responsible for those costs.

#### **Website**

81. The website is only an informational website [www.spiritofhumanity.org.in](http://www.spiritofhumanity.org.in) (the "Website") for the Awards., Americares or its subsidiaries or holding entities or affiliates ("Americares") are not liable or responsible for any action or decision taken by NGO/ Charitable organization/ Trust or anyone acting on NGO/ Charitable organization/ Trust 's behalf or under NGO/ Charitable organization/ Trust employment or under contract with NGO/ Charitable organization/ Trust . Americares shall not be under any obligation to NGO/ Charitable organization/ Trust and NGO/ Charitable organization/ Trust shall have no obligation or rights in relation to the Awards and shall have no claims whatsoever against Americares relating to the selection process or the running of the Awards.
82. Americares shall not be responsible for:
- a. any delivery, failures relating to the registration or uploading videos/presentations,
  - b. any SPAM generated messages as result of NGO/ Charitable organization/ Trust accessing the Website,
  - c. Awards Management not receiving or rejecting any data,

**Spirit of Humanity Awards 2023**  
**Terms & Conditions**

- d. 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
- e. Other conditions/situations or failures beyond its control.