

DELL TECHNOLOGIES PRESENTS ENTREPRENEUR CHALLENGE IN ASSOCIATION WITH CNBC-TV18

TERMS & CONDITIONS

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

THE CHALLENGE IS OPEN TO ENTRANTS, THAT ARE LEGAL RESIDENTS OF INDIA, WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE, AT THE DATE OF ENTRY INTO THE CONTEST. VOID WHERE PROHIBITED BY LAW.

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN INDIA ONLY.

DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED IN INDIA.

- 1. Agreement to Official Rules:** By entering the Dell Technologies Presents Entrepreneur Challenge. You ("You", "Your" or "Entrant") hereby fully and unconditionally agree to these official rules (the "Official Rules") and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the challenge. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any violation of these Official Rules will result in disqualification
- 2. Eligibility criteria:**
 - a. Individuals who are legal residents of India and are at least eighteen (18) years old, at the date of entry into the challenge**
 - b. For General Category Startup**
 - i. The individual applying for the Awards must be the founder/co-founder of the organisation**
 - ii. The number of years of incorporation of the organisation must not exceed 10 years as on March 31, 2023**
 - iii. The annual turnover of the organisation must not exceed 10 crores as on March 31, 2023**
 - iv. Startups which are currently at their ideation/conceptualization/prototype stage cannot apply for the challenge**
 - v. Startups that have had funding below Series B stage are eligible to apply for the challenge.**
 - vi. Applying startups must have already developed an MVP (Minimum Viable Product)**
 - vii. It is mandatory to attach the DPIIT certificate of your startup**
 - viii. The organisation participating in the awards should be using tech based solutions in a some capacity within their business operations**
 - c. For Women-led category**
 - i. The organisation must have been incorporated for minimum 2 years as on March 31, 2023**
 - ii. The individual applying for the Awards must be working in the organisation as a the founder/co-founder for minimum of 1 year as on March 31, 2023. It is mandatory to provide a work experience certificate stating your tenure in the current organisation**
 - iii. The annual turnover of the organisation must not exceed INR 250 crores as on March 31, 2023**
 - iv. The women entrepreneur must have a minimum of 33% stake in the organisation. And must provide any of the below documents stating their stake in the organisation**

- Shareholding Agreement
 - Company Incorporation Documents
 - Board Resolutions
 - Founder's Agreement
- v. It is mandatory to attach MSME certificate of the organisations for all participants
- vi. The organisation participating in the awards should be using tech based solutions in a some capacity within their business operations

3. **Presenter:** Crystal Downs, Survey no. 7/1, 7/2, 7/3, Embassy Golf Links Business Park, Off-Intermediate Ring Road, Domlur, Challaghatta Village, Varthur Hobli, Bengaluru- 560071, Karnataka, India.

Partner: Network18 First Floor, Empire Complex, 414-Senapati Bapat Marg, Lower Parel, Mumbai-400013. Maharashtra, India.

Process Advisor: To be unveiled

4. **Timelines*:**

Phase	Start Date	End Date
Nomination Phase (Application Submission)	23 rd November, 2023	2 nd February 2024
Evaluation by PA (Top 200 entries)	3 rd February, 2024	12 th February, 2024
Pre Briefing	16 th February 2024	16 th February 2024
Virtual Jury Meet Evaluation (Top 30 entries)	23 rd February 2024	23 rd February 2024
Shortlisting Top 30 finalists	2 nd March 2024	2 nd March 2024
Grand Finale Top 12 contestants	15 th March 2024	15 th March 2024

*The above timelines are tentative and subject to change based on management's

5. **How to Enter:** All eligible participants can apply upon submission of the application. By entering this Challenge you agree that your entry (Your Entry) conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that

Sponsor may disqualify you from the Challenge if it believes, in its sole discretion that Your Entry fails to conform to the Submission Guidelines and Restrictions. Application to enter into the challenge: <https://entrepreneurchallenge.in>

Submission Guidelines:

The Submission includes a fully completed registration form in text format developed by the Administrator of the challenge. After the Challenge registration form closes, 200 Finalists will be chosen and contacted to participate in an online jury pitching session introducing yourself, your company, and what goals and/or challenges would be addressed if you were to win the technology

- After the online pitch sessions are completed, Dell Technologies and CNBC-TV18 will select 30 finalists which will go through an offline Workshop & physical/virtual pitch and top 10 will be selected for final pitch and the main day. Of these 10 finalists, 4 will awarded rewards from Dell Technologies
- The Submission must be in English; and The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means prior to submission

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this challenge;

Limit: Each Entrant may enter the Challenge one (1) time during the Challenge Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void.

In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

Participants shall be strictly prohibited to include ideas/content or feature in the application that:

- a. Defames, harasses, or threatens others.
- b. Discusses illegal activities with the intent to commit them.
- c. Infringes intellectual property, including, but not limited to, copyrights, or trademarks of third party.
- d. Is inappropriate, profane, pornographic, obscene, indecent, or unlawful content.
- e. In the nature of advertising or any form of commercial solicitation.

- f. Is political content or content related to partisan political activities.
- g. Contains intentional inaccurate information with the intent of misleading others on any ground.

Participants shall not involve themselves (directly or indirectly) in the activities, that:

- a. Spreads viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of Platform, computer or property of the Company.
- b. Uses the website/Platform 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 Platform.

YOUR REPRESENTATIONS: By submitting an Entry, You affirmatively represent that you have read and agree to these Official Rules. In addition, by submitting an Entry, You represent that (a) the Entry is original, (b) You are the sole creator of the Entry, (c) the Entry does not infringe the intellectual property rights, including, any patent, copyright, trademark or other proprietary rights of any third party, (d) the Entry has not previously been entered in any other Challenge or competition, and (e) the Entry has not been previously published in any medium, (f) the Entry does not violate any local, state, national or foreign laws.

- 6. **Winner Determination:** After the conclusion of the Challenge Period, a panel of qualified judges determined by CNBC-TV18 & Dell Technologies in its sole discretion will select top 4 entries from among all eligible Entries received

Selection of 30 semi-finalists:

The top entries will be invited to participate in a virtual pitching session and provide a summary of how the challenge would help their business grow/scale. Post these pitch sessions, 30 semi-finalists will be selected by jury members.

Selection of 10 finalists:

The 30 semifinalists will be invited for an offline workshop and a pitch session. 10 finalists will be selected at the offline pitch event in Bangalore or any other city mutually agreed upon between Dell and CNBC-TV18 and the Jury panel will be invited by Dell Technologies & CNBC-TV18.

- 7. **Winner Requirements:** the top 200 entries will be notified by email on as per the defined timelines. The top 200 entries will undergo pre-briefing sessions on 16th February 2024. The 30 semi-finalists will be notified on or before 28th February 2024. and the finale to take place on 15th March 2024 and 4 winners will be announced on the finale day (2 in each category). The finale date shall be subject to the completion of the semifinal round.

Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. By entering, you agree that you are in compliance with all of your employers' rules, policies, and procedures that relate to accepting prizes. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses)

arising out of any breach of these terms and these Official Rules. Prizes will be ordered within 2 months after the winner announcement.

The winner determination will be on the basis of scores provided by an independent set of Jury members. Decisions of the Jury members are final and binding. In the event there are not enough eligible entries, no winners may be awarded.

The Management shall have the sole discretion to modify the number of winners and the Participants hereby undertake not to question or to make any claims against the same. The winner will be required to provide certain documents pertaining to their proof of identity and residence. The gratification will be released by the Management post verification of the required documents.

In case the documents are not provided in the stipulated time period the gratification will be forfeited.

The winners shall receive an email or suitable communication (including SMS or voice call) from Management. It shall be the sole responsibility of the winner to respond as per the defined timelines, failing which the management has the right to forfeit the gratification

The Management shall have the sole discretion to decide whether or not to declare the winners or the manner in which the winners are announced and the Participants hereby undertake not to question or to make any claims against the manner in which the names of the winners are declared by the Management

8. **Prizes: The winners will be assisted by a Dell Technologies advisor who will help determine the Dell products and solutions depending on the technology needs of your business. Approximate retail value ("ARV") of Dell Technology worth INR 16 Lakhs for the winner and Dell Technology worth INR 8 Lakhs for runner up for each category.**

9. **Winners and Runners up can decide and chose from only the technology available on the Dell Website: <https://www.dell.com/en-in?c=in&l=en&s=gen&mp=dell.co.in/&redirect=1> Participants should not except any other solution offering from the management apart from the ones mentioned on the above website. The decision of the management is final and binding.**

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Prizes not manufactured or sold by Dell Technology will be awarded without warranty of any kind, express or implied, without limitation. Prizes awarded will not in any way influence any decision in doing business with Dell Technology. Prize was not given in

10. **Connection with or related to any sale or commercial transaction or promise related thereto. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. The winning business is responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per business. Total ARV Dof ell Technology worth INR 16 Lakhs for the winner and Dell Technology worth INR 8 Lakhs for runner up for each category.**

The Management reserves the right to offer or withdraw any of the prizes/rewards/gratification/awards as provided herein, at any point of time, including after they have been announced.

Management shall have the liberty, but not the obligation, to publish information with respect to the idea submitted by the participants.

Participants declare that the details furnished in the application form and supporting documents submitted for the challenge 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 participant will be liable and accountable for any consequences resulting thereto including indemnifying the Management for any expenses, costs, losses, damages incurred.

The Participant authorizes the 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 Participant, and/or any other display format selected by the Management during the awards ceremony or at a later point in time ('Publication'), as it may deem fit.

Management may, in its sole discretion, exclude a participant from participating in any part of the challenge on various grounds, which may include without limitation (i) circumstances which, in Management's view, renders the participant unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the participant; (iii) any other reason that, at their sole discretion, would adversely impact Management and/or the challenge. At no point of time will Management be obliged to notify unsuccessful Participants of its decision.

The Participants need to submit the following documents if they are shortlisted as winners:

Photo & Address proof (any one of the following):

- Passport
- Driver's License
- Aadhar card
- Any other government issued ID card containing winner's photograph and address
- Audited financials for FY 22 & FY 23

In case, a Participant(s) fails to submit the above documents, they would be deemed to have forfeited the scholarship amount.

Management will use the mobile number used to register for the challenge by the Participant, to identify the winner of the prizes won, if any. Inability on the part of the Participant to accordingly show or provide the required identification proof could entitle Management to disqualify the Participant from the challenge

Management shall make all reasonable endeavours to; (i) enable Participant(s) to proceed with participation in the challenge (ii) to contact all winner(s) at each relevant juncture of the challenge, however Management can make no guarantee thereof and Management shall in its sole discretion be entitled to proceed with the next entitled participants who are eligible to be winners under the Terms, in case it is unable to successfully contact and communicate with participants(s)/ winner(s) in terms hereof.

Management is not responsible if a call to a winner is not successful due to:

- Line being busy
- Congestion
- No answer received
- Poor call conditions / unclear reception

- Number engaged
- Call drop
- Other reasons that could render a call unsuccessful or terminate it

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 challenge, with another Participant who should be eligible to be a winner.

Management will reach out to winners within 30 days from winner declaration to obtain details and documentation, if any, to initiate the registration process for the prize, if applicable.

Management will make a maximum of 3 attempts to get in touch with such winner. Failure to contact the winner may result in forfeiture of the prize for such participant and Management may award the same to subsequent eligible participant with highest score.

The winner agrees that the delivery of the prize may be delayed or significantly affected as a result of a delay in submission of attested documents (as required by Management) and/ or any force majeure events which are not within the control of Management, including but not limited to the orders/notifications/ restrictions/prohibitions by the Government of India and the respective States/Union Territories, aimed at containment of the spread of COVID-19.

Management may refuse to give the prize to the winners in the event of any fraud, plagiarism, dishonesty/illegality of any other nature (including immoral) or non-entitlement on the part of any of such Winner(s) to participate in the challenge under the Terms.

Systems and availability

- Management, its affiliates, process advisors and evaluators, 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 un-availability, server issues, 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 Participants / participant's ability to participate, including any injury or damage to participants or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. Management is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected answers/entries/submissions, which will be disqualified. Management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all answers personal details (provided, however, Participants acknowledge and agree that such methodologies are not infallible, and that the Management make no guarantee and shall not be responsible as to their effectiveness).
- Any loss or outrage or dissatisfaction suffered by a participant during course of challenge, would not be the responsibility of Management and/or its associates/ affiliates and Management or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, Management may have to continue with whatever data is available or could be saved, or in any other manner as it may deem reasonable. Management should not be held responsible for any loss of data or the action taken on account of the same.

Management will not be held responsible to make good any such loss or dissatisfaction on account of such loss.

- In the event the response of the Participant is not for any reason received within the stipulated time period for the question/evaluation rubrics, such Participant would not be able to get points/marks, even if the question(s) was correctly answered by the Participant. The participant can access the site once re-connected to the central Website server(s).
- In case multiple entries are received from a Participant with the same application/information, Management has the right to choose the first/last submission from that participants at its discretion.
- Participant is advised to keep the device from which the website is accessed, adequately charged. Low battery will result in shut down of the network and / or device and that will result in the Participant not being in a position to complete the submission.
- The server used to communicate with the participant has adequate redundancies built into it. However, in the rare cases, the server is down during the call for entry period, Management will, at its discretion but not as an obligation, determine such measures as it may deem fit
- The Participant acknowledges that all possible issues may not have been identified by Management and its partners and agrees to hold harmless 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 participant or the participant's property or device shall not be the responsibility of Management or its associates, partners.
- No person (i.e., either the Participant, or any person on behalf of the participant) shall initiate litigation against Management or its partners in any manner without first providing Management a complaint at **rsvp@nw18.com** and providing Management an opportunity to address the complaint.
- Management shall not be liable for any failure of the application server or system in the course of challenge.
- The Website is controlled and offered by Management from its facilities in India. Management makes no representations that the Website is available for use in other locations. Participants accessing and/or using the Website from other jurisdictions do so at their own volition and are solely responsible for compliance with applicable laws. Management cannot guarantee whether the Website will function in such jurisdictions outside India. Participants may not be able to register in the event the Participant(s) are travelling outside India. Management shall not be responsible for the participant(s) not being able to access the Website and/or not being able to register their submissions in such situations.

11. General Terms & Conditions

The Process Advisor, is a leading volunteer driven, startup community dedicated to promoting entrepreneurship and enabling the enablers of the startup ecosystem. Has represented with affirmation to CNBC-TV18 & Dell Technologies who is a sponsor partner that it has the necessary expertise and experience to run the campaign.

- **Professionals working with Dell Technologies, or their partners and affiliates cannot participate in the challenge.**

- To participate, startups must be a registered company in India
- Dell and CNBC-TV18 reserves the right to publish all material submitted on the site for review.
- Dell and CNBC-TV18 reserves all rights to make change(s) and/ or amendment(s) to the existing rules, at its sole discretion, without any prior notice.
- This program only aims to identify the best ideas and Dell Technologies (being an entrepreneurial brand itself) believes that it can power the startups with just the right technology needed for entrepreneurs.
- The outcome of the voting and/or the decision made by CNBC-TV18 and Dell Technologies India regarding the challenge shall be final and binding on all participants and in no event shall the participants dispute the decision made by CNBC-TV18 and Dell India and/or their employees in connection to the awards and/or otherwise.
- The Nominee(s) of the awards agree that he/she shall indemnify and keep indemnified and hold harmless CNBC-TV18 and Dell Technologies India, and their employees, officers, contractors or any other person in relation to any injury/damage/harm/loss suffered by him/her, in any manner whatsoever in connection with the challenge and shall also not file in person and/or through any family member and/or any third party applications, criminal and/or civil proceedings in any courts or forum in India against CNBC-TV18 to claim any damages and/ or reliefs and/ or otherwise.
- The terms of these rules shall be construed in accordance with the laws of India and in case of any dispute or any other matter arising in reference to the awards and/ or otherwise shall be referred to a sole arbitrator to be appointed by CNBC-TV18 and shall be governed by the provisions of Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Bangalore and the same shall be conducted in English language. The costs, charges and expenses in connection to arbitration shall be solely borne by the Nominee(s) disputing the same.