



Ready. Set. Solve.

Terms & Conditions

TCS Sustainathon Saudi Arabia 2024

REQUEST YOU (HEREINAFTER “YOU” OR “PARTICIPANT”) TO PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY. BY ACCESSING THIS WEBSITE (“SITE”) AND ANY PAGES HEREOF AND PARTICIPATING IN THIS CONTEST, YOU AGREE TO BE BOUND BY THE TERMS PROVIDED BELOW AND STRICTLY ADHERE TO THE SAME. BY CLICKING ON THE “I AGREE” IMPLIES THAT YOU HAVE READ, UNDERSTOOD, AGREED AND ACCEPTED ALL THE TERMS OF THIS AGREEMENT AND YOU AGREE TO ABIDE BY ALL OF ITS PROVISIONS AND AGREE TO BE BOUND BY ANY DECISIONS MADE BY TCS, INCLUDING ANY INTERPRETATION OF SUCH TERMS BY TCS. IF YOU DO NOT AGREE TO THE TERMS, KINDLY DO NOT PARTICIPATE IN THE CONTEST.

Article 1: Definitions

- “**Apply**” shall mean registering you and your team for the selected challenge statement(s).
- “**Challenge**” shall mean problem statements provided by Challenge Partners and/or TCS around the issue of Sustainable Cities and Communities (UN SDG Goal 11). Challenge Partners are TCS’ partner organizations who support in operationalizing this Contest by working along with TCS and may provide their own organizations’ problem statements for the Contest.
- “**Contest**” shall mean the TCS Sustainathon Saudi Arabia 2024 edition event.
- “**Participant**” shall mean any eligible legal person who has registered to participate in the Contest.
- “**Team**” shall mean a minimum of three (3) but a maximum of five (5) Participants forming a team who have registered to participate in the Contest.
- “**Register**” shall mean signing up or registering on the TCS Sustainathon website for the Contest but not for specific Challenge.
- “**Submission**” shall mean entries (idea/proposal/prototype) created by a Team and submitted to Challenge portal
- “**Tata Consultancy Services**” or “**TCS**” shall mean Tata Consultancy Services Ltd, having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400 001, Maharashtra, India

Article 2: Eligibility Criteria

- 2.1 The Contest is open to Participants who have attained eighteen (18) years of age as of March 20, 2024, but not later than June 24, 2024, and are either enrolled in or graduated from any college/university/academic institute in Kingdom of Saudi Arabia
 - 2.1.1 The Contest is open to Participants of any nationality who fulfil the above-mentioned eligibility criteria provided they adhere to applicable local laws and protocol relevant to the Contest.
- 2.2 The Contest is NOT open to working professionals.
- 2.3 TCS reserves the right to take necessary steps to verify the age and eligibility of the Participants and seek any relevant documents to verify the same.

Article 3: Participants – Individuals and Teams

- 3.1 Participants can only take part in the Challenge(s) as a Team. **Individual participation will not be accepted.**
- 3.2 Each team can have a minimum of three (3) and a maximum of five (5) Participants. All the Participants within the Team must be eligible in accordance with Article 2. Teams made up of Participants (graduates or undergoing graduation) from different/diverse educational background (science/commerce/humanities/etc.) will be allowed to participate in the Contest. **Team Consent Form** annexed to this Agreement as **Annexure A** should be signed by each Team member/Participant and submitted as a scanned copy or image to **Challenge portal on or before June 24, 2024**. Failure to provide the requisite consent to TCS within the stipulated period will automatically result in disqualification of the Participant and Team.

- 3.3 If a Team member leaves or withdraws his/her participation from the Team, then the same needs to be notified to TCS (tcsmea.events@tcs.com) at the earliest, however, no replacement or new additions to the Team will be allowed.
- 3.4 The Contest is NOT open to working professionals. If during the Contest period [(March 20, 2024 to August last week, 2024 (both dates inclusive)], a Participant takes up employment, then he/she is required to withdraw his/her participation from the Team and same needs to be notified to TCS (tcsmea.events@tcs.com) at the earliest, however, no replacement or new additions to the Team will be allowed. Failure to notify may result in immediate termination/disqualification of the Team's participation in the Contest including taking up appropriate disciplinary or legal action(s) as TCS may deem fit.
- 3.5 If the Team size reduces to two (2) or lesser, then TCS may at its sole discretion decide the fate of Team's participation in the Contest. Such decision will be final and binding.
- 3.6 Participants can only make one Submission to one Challenge as a Team. A team can participate in more than one Challenge. TCS reserves the right to assess each Teams/Participants eligibility and compliance with the terms at any point during the validity of the Contest. Participants must promptly respond with any necessary evidence to verify their eligibility and/or compliance upon TCS' request. TCS reserves the right to refuse entry to any Team and shall not be obliged to provide any explanations thereof.
- 3.7 Any expense arising from the individual's or team's participation or preparation of the presentation for the purpose of the Contest shall be borne by that individual or team. TCS will not sponsor or reimburse any such expenses.

Article 4: Submission

- 4.1 The Challenge will be open for submission from **March 20, 2024 to June 24, 2024, 23:59 Hrs Saudi Arabia Standard Time. Team Consent Form (refer Annexure A) must be submitted prior to any Submission.**
- 4.2 The Submission must not contain content that is inappropriate, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous; that promotes racism or hatred against any group or individual or that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or that is unlawful, in violation of or contrary to the laws or regulations of the Kingdom of Saudi Arabia Geography.
- 4.3 Each submitted idea must be accompanied by the following:
- 4.3.1 A completed deck of slides with information as per the idea submission guidelines available on the Challenge portal.
 - 4.3.2 Teams are encouraged to submit entries that focus on the application and development of concepts, offerings, solutions, or products along with a Pilot/POC rather than just concentrate on fact finding.
 - 4.3.3 Any supported files, including videos are to be uploaded on the Challenge portal (<https://www.sustainathon.tcsapps.com>) along with the Submission.
- 4.4 Submissions/Entries submitted must be Team's own work or invention; any form of plagiarism/copying/infringement whether in full or in part will be rejected.
- 4.5 The Participants agree that they will not license or dispose of or encumber any rights in the Submission that would conflict with terms of this Agreement, including without

limitation, any rights granted to TCS in or to the same.

- 4.6 TCS reserves the right to alter the duration of individual rounds of the Challenge at any time, without providing any justification. Such amendments will be communicated to the Participants prior to such change.

Article 5: Shortlisting, Selection and Judging

- 5.1 The finale presentation will be evaluated based on the following criteria:
- Innovation & Creativity
 - Impact & Relevance
 - Feasibility
 - Technology
 - Depth
 - Presentation
- 5.2 TCS reserves the right to reject all entries for a certain Challenge that do not meet the judging and assessment criteria
- 5.3 Mere participation in the Contest and sending/submitting the entries do not entitle the Participants/Teams to win the Contest. The selection process may vary and shall be as per TCS' sole discretion. The Participants or any third party shall have no right to question the process of selection. TCS may determine the correctness, quality, and validity of the Submissions in its sole discretion.
- 5.4 TCS reserves the absolute right to disqualify a Team/Participant. If it considers that Participant(s)/Teams has/have used improper means to participate in the Contest; any information provided by Participant(s)/Teams is found to be incorrect, inaccurate, false, misleading in any manner; or due to any other valid reason that may nullify Participant's/Team's participation/win in the Contest. TCS will be the sole authority to decide the winners of the Contest and decision of TCS will be final and binding on all the Participants & Teams.
- 5.5 Shortlisted Teams will be required to present their novel idea / prototypes / inventions to a selected panel of judges/jury during the finale presentation.
- 5.6 The decision of the judges/jury will be final and binding.

Article 6: Prizes

- 6.1 The Participants hereby agree and undertake that mere announcement/declaration of being announced as a winner shall not entitle him/her/them to the prize. Only upon complying to the terms and fulfilling all conditions mentioned herein, to the satisfaction of TCS, shall the winning be validated.
- 6.2 TCS may substitute the prize and/or prizes with others as determined by TCS in its sole discretion. Participants agree that no liability shall attach to TCS or any Related Parties as a result thereof and that the exercise of such discretion shall not result in any compensation being payable or paid to any Participant or other person.
- 6.3 Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of prize, shall be borne by the winner(s) for the respective prize. In case the winner fails to comply with the applicable laws and pay requisite taxes, duties or levies, if any, the winner shall indemnify TCS of any losses, claims, expenses, costs and actions for the same.
- 6.4 Collection of the prize may be subject to TCS' being in prior receipt of all required and completed forms from all winning team participants. Further, if the prize is declined or the selected winner cannot be contacted within 30 days after declaration of the Sustainathon result using details provided by the Participants, TCS will be entitled to select another winner or may decide not to award any prize at its own discretion. The decision of the jury

and TCS shall be final and conclusive, and no correspondence from participants as to the decision will be entertained.

Article 7: Intellectual Property Rights (IPR)

- 7.1 TCS is the sole and exclusive owner of the Website, <https://www.sustainathon.tcsapps.com> ("Site"). All contents included on this Site, such as text, graphics, logos, button icons, images, data compilations, software including all compilations are the intellectual property of TCS or its affiliates or their respective licensors and are protected by national and international copyright laws or other intellectual property laws. TCS only authorizes non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Site only for personal, non-commercial use in accordance with the terms and conditions mentioned herein.
- 7.2 TATA Consultancy Services, the TCS logo, TCS, TCS Sustainathon, other marks of TCS and domain name indicated on the Site are trademarks of TCS and its affiliates.
- 7.3 Participant hereby grants to TCS and its affiliates, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable and a sub-licensable license in and to any and all intellectual property rights in its Submissions for the purpose of review and evaluation including the rights and license to reproduce, distribute, re-format, store, prepare derivative works based on, and publicly display their Submission. Participant hereby gives up all copyright and other intellectual property claims that he/she/they may have against TCS for any use of Participant's entries/Submissions/solutions in any manner and for any purpose.
- 7.4 TCS will not be responsible for any loss of Participant's intellectual property rights. The Participants warrant that each solution/entry submitted by their respective Team is an original/novel creation and work created/authored solely by him/her/they, and that the solution submitted by them and/or use of the same by TCS in accordance with these terms do not infringe on copyrights, trademarks, patents, designs, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the solution. Participants agree that except with prior written consent of TCS, neither the Participant's nor any third-party pre-existing/background intellectual property are incorporated or embedded in the Team's solution. In the event that Participant's or third party pre-existing/background intellectual property are incorporated or embedded into or are necessary for the implementation and/or use of any Participant's solution in accordance with these terms, Participants/Team shall notify the same in writing to TCS along with the Submission and grant or shall procure the grant to TCS and its affiliates, an irrevocable, worldwide, fully transferable, perpetual and royalty free license to use, operate, copy, display, execute, distribute, maintain, adapt, modify, enhance, sublicense and create derivative works of the same to the extent necessary for the use of the solution in accordance with these Terms.
- 7.5 With regard to use of Open-Source Software, the Participants shall keep TCS informed regarding the use or incorporation of any Open-Source Software in the solution. The Participants shall ensure not to incorporate, link, distribute or use any third-party software or code in conjunction with any background intellectual property or foreground intellectual property in such a way that could cause or could be interpreted or asserted to cause the background intellectual property or foreground intellectual property to become subject to any encumbrance or terms and conditions of any open-source license (including, without limitation, any open-source license listed on <http://www.opensource.org/licenses/alphabetical>). Open-Source Software means any software having license terms that require as a condition of use, modification or distribution of the software or other software combined or distributed with such software be

(i) disclosed or distributed in source code form, (ii) licensed for the purposes of making derivative works, and (iii) redistributable at no charge.7.6 In case Team's Submission/entry/solution is adjudged to be a finalist, each Participant of the Team hereby irrevocably assign to TCS and its affiliates all right, title, ownership and interest worldwide in and to the solution submitted and all applicable intellectual property rights related in or to the solution, including without limitation, copyrights, trademarks, trade secrets, patents, moral rights, contract and licensing rights, know-how (the "Proprietary Rights"). This assignment shall be binding on all legal heirs, successors and assigns of the Participants. Participant/Team retains no rights to use the Proprietary Rights and agrees not to challenge the validity of TCS ownership in the solution and Proprietary Rights. For any rights that cannot be assigned under the applicable law, Participants hereby unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against TCS with respect to such rights, and agrees, at TCS' request and expense, to consent to and join in any action to enforce such rights. Notwithstanding the provisions of the Indian Copyright Act, 1957, Indian Patent Act, 1970 or any other law in any country, the assignment shall not lapse or the right transferred therein revert to assignor, even if TCS does not exercise the rights under assignment within a period of one year from the date of this assignment or any other term prescribed in any other law in any country. Participant agrees to cooperate with TCS or its designee, both during and after the term of this agreement/Contest, to provide details and execute, when requested, any other documents (including without limitation, assignments or declarations or no-objections) deemed necessary by TCS to grant, assign and transfer to TCS all right, title and interest in and to all solution and in and to any and all Proprietary Rights thereto and give TCS all assistance as may be otherwise necessary for protection, enforcement, registration and maintenance of any such solution and associated intellectual property rights worldwide. TCS and its affiliates are free to use any ideas, concepts, know-how, methods, processes, solutions, or techniques contained in such Submissions in any manner and for any purpose without limitations or obligations of any kind, in TCS solutions, products or other offerings, as is or with modifications, alterations, adaptations or other derivative works of the same.

Article 8: Indemnity and Exclusion of Liability

- 8.1 While reasonable care will be taken of the Submissions provided to TCS, TCS assumes no responsibility for any loss of or damage to the Submissions before, during, and/or after the Contest.
- 8.2 TCS shall have no liability in connection with: a) Any incorrect or inaccurate information, whether caused by TCS' electronic or printing error, or by any of the equipment or programming associated with or utilized in the Contest; b) Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Site; c) Unauthorized human intervention in any part of the entry process or the Contest; d) Technical or human error which may occur in the administration of the Contest or the processing of Submissions; or e) Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Contest receipt or use or misuse of any Prize; and f) any copyright images or content being used by the Participants.
- 8.3 TCS is not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Participants. Proof of sending or submitting any Submission or other material shall not be deemed to be proof of receipt by TCS.
- 8.4 If for any reason any Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request from TCS the opportunity to resubmit the Submission. Such

request must be made promptly after the Participant becomes aware or should have been aware of such issue, and the result of which shall be determined by TCS in their sole discretion.

- 8.5 Participants agree that no claim shall be asserted against TCS and their parent, subsidiary, and affiliated or associated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present agents, officers, directors, employees and representatives, for any and all losses (including special, indirect and consequential losses), injuries, damages, rights, claims and actions of any kind in connection with the Contest and/or the acceptance of any prize, including without limitation, personal injuries, death and property damage. To the maximum extent permitted by law, without prejudice to the generality of the foregoing, Participants agree to release TCS, subsidiaries, affiliates, and each of their respective agents, officers, directors and employees from and against any claim or cause of action in connection with the Participants' participation in the Contest, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors that may impair the Participants' ability to participate in the Contest; (c) errors in the administration of the Contest; (d) any claim or allegation that the Participants' participation in this Contest, or any Submission was in violation of the Terms, or that the Terms infringe any Intellectual Property Right; (e) disputes amongst Participants in teams; and (f) claims relating to damage to persons or property in connection with the Contest.
- 8.6 In addition, to the maximum extent permitted by law, each Participant expressly releases TCS and its parent, subsidiary, and affiliated or associated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present agents, officers, directors, employees and representatives, from and against any and all claims that the Participant may have based on contract, tort, negligence or any other cause of action arising out of or in connection with: (a) the production, distribution, broadcast or exhibition of the Participant's name, photograph, voice or other personal data; (b) the broadcast, transmission, performance, exploitation and/or use of Submissions or any part thereof, or any combination of the foregoing, including, without limitation, any claims of invasion of privacy, defamation, or violation of any Intellectual Property Rights; or (c) creation, submission or entry of a Submission, participation in the Contest, acceptance or use or misuse of the prize.
- 8.7 Each Participant shall indemnify and hold harmless TCS, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present agents, officers, directors, employees and representatives, in full from and against all actions, proceedings, claims, damages, liabilities, settlement sums, charges, losses, costs and expenses (including without limitation, legal costs and expenses and costs of other professionals and any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority) arising out of or in connection with: (a) any claim or action by any third party for actual or alleged infringement of Intellectual Property Rights in connection with the Assigned Rights or any Submissions; and/or (b) any breach or violation of any applicable laws by the Participants or any Submission.
- 8.8 The Contest and any and all information provided in the Contest is on 'AS IS' basis without any warranty of any kind, express or implied, whatsoever. In no event shall TCS or any of its affiliates, subsidiaries, employees, officers, directors, agents and representatives ("Related Parties") be liable for any direct, special, consequential, incidental or indirect damages whatsoever arising out of the Contest, Participant's participation or inability to participate, access and use of or inability to use, reliance on, the information provided in or relating to the Contest, even if TCS is aware of the possibility of such losses, damages and known defects.
- 8.9 The information submitted by Participant to TCS is true and correct and not in violation of any agreement or understanding you have with any other party.
- 8.10 By entering this Contest, all entrants agree to release, discharge, and hold harmless TCS from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities. Neither TCS nor any Related Party has any control over communication networks and shall not be responsible for entries lost in transmission, or received late due to high online traffic levels, or technical malfunctions or otherwise. TCS

assumes no responsibility or liability for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or corruption, misdirection or alteration of entries or entry forms. No claims or communications shall be entertained in this regard.

- 8.11 TCS reserves the right, at its sole discretion, to extend, shorten, discontinue, prematurely withdraw, change, alter, modify, cancel or terminate the Contest or any part thereof or these terms including the eligibility criteria, at any time it deems fit and proper without prior notice, during its validity or as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the participants. No claims or representations shall be entertained in this regard. Participants agree that no liability shall attach to TCS or any Related Parties as a result thereof and that the exercise of such discretion shall not result in any compensation being payable or paid to any participant or other person.
- 8.12 TCS reserves the right to relax any of these restrictions if permitted by law before the start of the Qualification Round. Participant shall fully indemnify and hold TCS and Related Parties harmless for and against all damages, losses, and costs (including reasonable attorney or legal costs) that might be caused by your failure to comply with the terms of the above agreement. Third party claim(s) of their rights and/or IPR being violated/misappropriated by Participant's submissions made for the Contest and any wilful misconduct, fraud or malfeasance.
- 8.13 Any disagreement / difference of opinion / dispute regarding the interpretation of the terms of this Agreement or otherwise arising from this Contest and the activities undertaken hereunder shall be resolved by mutual consultation. For any dispute unresolved for a period not exceeding sixty (60) days, reference shall be made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification / re-enactment thereof and rules made there under. Arbitration shall be conducted by the sole arbitrator appointed by TCS for this purpose and the award of the arbitrator shall be final and binding on the participant(s) and TCS. The place of arbitration shall be Mumbai and the proceedings shall be conducted in English language. Existence of a dispute, if any, shall not constitute a claim against TCS. The Contest, this Agreement and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of India with the courts at Mumbai, India, having the exclusive jurisdiction.
- 8.14 Failure to exercise or delay in exercising any right or remedy under these terms or law by TCS will not constitute a waiver of rights or remedy nor shall it prevent exercising that right or remedy in whole or in part in future.
- 8.15 The invalidity or unenforceability for any reason of any part of these terms shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these terms is distinct and at all times severable from the rest of the terms.
- 8.16 These terms and conditions form a legally binding agreement between Participant and TCS and is the entire agreement between the Participant and TCS regarding the subject matter hereof and supersedes any prior or contemporaneous, conflicting or additional understandings or agreements or communications (written or oral).

Article 9: Data Privacy

- 9.1 Participants are aware that they will have to cooperate fully with TCS and/or its affiliates and their respective representatives/agents and will diligently comply with all Contest terms and conditions as specified by TCS.
- 9.2 Participants are aware that TCS and/or its affiliates, agents or representatives may collect, use, disclose and process their personal data for one or more of the following purposes:
- 9.2.1 To process Participant's application and manage Participant's participation in the Contest.
 - 9.2.2 For Contest administration

- 9.2.3 To create and maintain Participants' profiles in TCS' system database for internal records, to contact for upcoming events and other necessary reference
 - 9.2.4 To transfer the winners prize money to respective bank accounts
 - 9.2.5 To enable the trainers/speakers/guides/mentors to know the background of the Participants
 - 9.2.6 To submit data to TCS or external organizations who are partnering the Contest
 - 9.2.7 To understand and study the profile of the Participants for further competitions
 - 9.2.8 To generate publicity materials for TCS events and programs
 - 9.2.9 To contact participant by email, post, and for any other purpose reasonably related to the aforesaid (collectively, the "Purposes").
- 9.3 TCS is committed to protect the privacy and security of your personal data. TCS will only retain your personal data for as long as necessary to fulfil the purposes TCS collected it for, including for the purposes of satisfying any legal, or reporting requirements. TCS may have to share your data with third parties, including third-party service providers.
- 9.4 You have the right to withdraw your consent at any time. To withdraw your consent, please contact TCS at tcsmea.events@tcs.com. Withdrawal of Participant's consent will lead to automatic removal of the Participant from the Contest. For further details on how TCS handles and secures personal data/ privacy of an individual, please refer to TCS's Privacy Notice available at <https://www.tcs.com/privacy-policy>
- 9.5 TCS and/or its affiliates, agents or representatives may collect and process personal data such as:
- 9.5.1 Participants' names
 - 9.5.2 Images
 - 9.5.3 Audio-visual footage
 - 9.5.4 Course details
 - 9.5.5 Email addresses
 - 9.5.6 Location
 - 9.5.7 Biographical Details
 - 9.5.8 Mobile Phone Numbers
 - 9.5.9 Bank account details
- 9.6 It is the Participant's responsibility to ensure that their personal information/data is always accurate. If the Participants do not truthfully provide all requested personal information/data, TCS may determine that such Participants are not eligible to win the prize in the Contest
- 9.7 Participants acknowledge that TCS and/or its affiliates, agents or representatives may collect, use, process, and disclose the Participants' personal data to administer and conduct the Contest, to facilitate the use of the prizes, to attribute Participants as the inventors/authors of the invention/work that was created for the purposes of the Challenge, and/or to administer the assignment of the rights in the Submission. In addition, Participants may be filmed or photographed while participating in the Contest and TCS may collect photographs, audio-visual footage, comments, and any other record of Participants' participation in the Contest.
- 9.8 As it is in TCS' legitimate interest to promote the Contest, TCS may collect, use, and process the Participants' personal data for the purposes of displaying publicly, archiving and reproduce any personal data and/or Submissions for broadcast, marketing, publicity, and promotional purposes without any payment to the Participants or the Participant's prior consent. This includes, but is not limited to, posting, or linking the Submission on the TCS website as well as TCS' proprietary social media channels and website, and display and promotion of any Submission in any other media worldwide. If the Participant does not agree to the use of his/her photographs, audio-visual footage, comments or Submissions for marketing and promotional purposes, the Participant should notify TCS promptly via email
- 9.9 Participants acknowledge and agree that the personal information/data of the winners

may be provided by TCS to others assisting TCS in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, prize suppliers, distributors, deliverers and serviceproviders (as applicable).

9.10 Participants hereby consent and agree to TCS' collection, use, processing, and disclosure of such personal data for the purposes set out in Articles 9.2 and 9.3 above. Personal data in the TCS' care and control will be treated in accordance with the TCS' Privacy Notice, available at <https://www.tcs.com/privacypolicy>

Article: 10 Publicity

10.1 By entering into the Contest, Participants agree to participate in any media, promotional activity or publicity related to the Contest without any payment or compensation, if requested to do so by TCS.

10.2 Display or publication of any entry on a TCS website does not indicate the Participants will be selected as a winner. TCS will not be required to pay any additional consideration or seek any additional approval in connection with such use.

10.3 TCS reserves the right to analyse and summarize data, information or other materials that are collected and also reserves the right to publish, distribute, share summaries of the data, information or other materials collected with other business partners without limitations or obligations of any kind. TCS will have no liability to the Participant for receipt, review, use or disclosure of any and all information disclosed or submitted by the Participant.

10.4 Participation in the Contest and/or acceptance of the prize constitutes permission for TCS and Related Parties to use or click photographs, exhibit, or portray entrants as the Participant / Contest winner(s) (as applicable) and/or publish any content submitted by Participant. The winner further grants irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit the same for its legitimate interest, in all forms of mode and media at any time without the further knowledge or consent and without any compensation whatsoever. Prize winner must decline the prize if he or she does not want to participate in any publicity relating to the prize.

Article 11: General Terms

11.1 TCS may at its sole discretion modify any provision of this Agreement at any time. Participants are responsible for checking the Site for any updates to the terms and conditions. A copy of the latest version of the terms and conditions will be made available at the Site. By continuing to participate in the Contest, Participants signify their agreement to any updates to the terms and conditions.

11.2 While accessing this Site, the Participants may be routed to any third-party site (including any additional TCS proprietary sites or platforms) for the purpose of performance of any specific activity(ies) pertaining to the Contest. Participants acknowledge and agree that the access to third party sites is governed by the terms and conditions of such third party and the Participants undertake to abide by the same.

11.3 No purchase of any sort is necessary and there is no charge/fee for entering or participating in the Contest. The sole consideration required from entrants is that they agree to be legally bound by these terms and conditions. TCS is not obligated to use any Submission for any purpose. The Participant enters in this Contest at his or her own will and TCS is not in any way obligated or liable for any loss, damage or costs that the participant may suffer or incur and nothing is payable to Participant for participating in the Contest.

11.4 All Participants must have access to the internet, a valid postal address, and a valid team email address in order to enter the Contest

11.5 The Participant(s) hereby agree and undertake that he/she shall not accept or undertake to accept/give or undertake to give, either directly or indirectly, any gifts, commission, or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participant(s) and TCS shall be entitled to take any/all actions against such entrants, as deemed fit by it.

ANNEXURE A – TEAM CONSENT FORM

Team Name/Title: _____

Team Leader's Name: _____

Team Leader's Email: _____

Team Leader's Contact Number: _____

1. We, the Participants listed below fully understand the terms listed in the terms and conditions of the TCS Sustainathon Saudi Arabia 2024 organized by Tata Consultancy Services Ltd and/or its affiliate companies ("TCS") and consent by signature to our participation in the Contest.
2. By our signature below we consent to share information with TCS and its affiliates, agents or representatives who will process our personal data in accordance with applicable privacy/data protection legislation for the purposes stated in the terms and conditions.
3. We understand that failure to furnish the Team Consent Form will result in our disqualification from the Contest.
4. We confirm that none of the Team members is currently employed.
5. We confirm that all the Team members are either enrolled in or graduated from any college/university/academic institute in Kingdom of Saudi Arabia.
6. We confirm that all Team members have attained 18 years of age as per the Contest Terms.

Name	Email Address	College/University/Institute	Participant's Signature