## **CONTEST TERMS & CONDITIONS**

- 1. 'Grohe Bath & Design Awards India's 10 Best Bath Spaces in association with AD' ("Contest") is organized by Grohe India Private Limited and Conde Nast (India) Private Limited under its brand 'Architectural Digest India' (hereinafter collectively referred to as the "Organisers"). By participating in the said Contest, the participant ("you") agree to be bound by these Terms and Conditions ("T&Cs") and agree that the same shall be binding upon you unconditionally.
- 2. Entries for the Contest will be accepted from 20th, June 2025 to 25th, July 2025 and may be extended at the sole discretion of the Organisers. The Contest is open for participation by architects and interior designers who fulfil the criteria captured below and fill up the participation form along with necessary information as required therein which may be accessed on <a href="https://www.mygrohe.com/bath-and-design-awards">www.mygrohe.com/bath-and-design-awards</a>.
  - a. For individuals/ sole proprietorship/ unincorporated entity or association of persons:
    - i. Be residents and citizens of India;
  - ii. Be over 18 years of age.
  - b. For partnership firms/limited liability partnerships:
    - i. It should have its principal place of business in India;
  - ii. It should be bound by the laws of India;
  - iii. The individual submitting the application for the Contest must be duly authorised by it;
  - iv. Its partners must fulfil the criteria mentioned in 2(a) hereinabove.
  - c. For companies:
    - i. It has to be registered under the applicable laws of India;
  - ii. The individual submitting the application for the Contest must be duly authorised to do so by necessary corporate action.
- 3. The Organisers shall appoint 5 (five) jury members at their sole discretion ("Jury") to judge and pick 10 (ten) winners from all the participating entries for the said Contest. The aforementioned 10 (ten) winners picked by the Jury shall get the opportunity to be featured in the AD magazine, AD's Instagram handle and attend 1 (one) awards ceremony to be organised by the Organisers in Mumbai ("Prize"). All specifics in relation to the Prize shall be decided by the Organisers at their sole discretion.
- 4. The entries submitted by you must meet the criteria set out in these T&Cs and such other criteria as may be decided by the Organisers at their discretion.
- 5. With regard to the winner(s) and the said Prize:
  - (i) Where the winners are required by the Organisers to travel to Mumbai to attend the event, the following terms shall apply:
    - a. Travel: The Organisers will arrange for and bear the expenses of the travel of the winners to Mumbai (as applicable and decided by the Organisers), the specifics of which will be decided by the Organisers at their sole discretion.
    - b. Hotel accommodation: The Organisers will bear the expenses for accommodation for such duration and at such location in Mumbai/ (as applicable and decided by the Organisers), the specifics whereof shall be decided by the Organisers at their sole discretion.
    - c. The winners shall be responsible for undertaking certain responsibilities as may be intimated by the Organisers in relation to the Contest
  - (ii) All aspects of the said Prize shall be decided by Organisers at their discretion.

- (iii) The Organisers may, at their sole discretion, communicate to the winner(s) to block-out certain dates or specific inclusions or terms once they get in contact with the winners.
- (iv) These T&Cs shall be applicable and binding upon the winners.
- 6. In case of any conflict regarding the T&Cs or any other Contest related queries, the decision of the Organisers shall be final and binding on you.
- 7. The Organisers will announce the winners on Organisers' respective Instagram handles, post which the winners shall be contacted in a manner decided by the Organisers at their sole discretion.
- 8. The winners selected by the Jury shall be final and binding on all participants and the Jury shall not be obligated to provide any explanation or justification for the decisions made by them to anyone.
- 9. In the event that the winner(s) cannot fulfil any condition conveyed to them by the Organisers, then the Organisers shall have the right to disqualify and/or change the winner(s) at their sole discretion and such winner(s) shall have no recourse in the matter.
- 10. You hereby authorise and grant the Organisers the right to use the images and photos shared by you for participating in the said Contest, in any manner or form, including but not limited to marketing, advertising and promotional activities, as may be decided by them at their discretion in accordance with applicable data protection laws in India including the Digital Personal Data Protection Act 2023, without payment of any consideration to you.
- 11. Your participation in the said Contest is deemed to be voluntary. You hereby agree and authorise the Organisers to use the personal information provided by you in relation thereto, for the purpose of the award ceremony, marketing, sales and advertising activities, and market research.
- 12. The Organisers are not liable in any manner whatsoever for the failure of disclosure to potential winner(s) due to inaccurate, fabricated and/or incorrect information provided by the participants. Participants who provide inaccurate, fabricated and incorrect information shall be solely responsible for any losses and damages suffered by the Organisers and/or any third party.
- 13. Winners shall note that the Prize is non-refundable, non-transferable and not exchangeable for cash, credit and/or kind, either in part or in full. The Prize cannot be sold or bartered in any manner whatsoever.
- 14. The Organisers may demand valid documentation to validate your age, citizenship, residence, registrations or any other information as they may deem necessary.
- 15. The Organisers are committed to operating a fair and consistent Contest. The Organisers reserve the right to replace any winner if he/she is disqualified by the Organisers and/or does not acknowledge the Prize within 3 (three) days of declaration thereof by the Organisers.
- 16. The Organisers shall have the right to disqualify any participant of the Contest, for providing inaccurate information or not meeting the eligibility criteria provided herein or any such reason as it may deem fit.

- 17. Employees, agents and consultants (including their immediate family members) of the Organisers and their divisions, affiliates, subsidiaries or other connected companies, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
- 18. The Organisers reserves the right to pursue legal action against any participant believed to have undertaken fraudulent activities or other activities harmful for the said Contest, the entry submission process or to be acting in violation of applicable laws.
- 19. None of the provisions of these T&Cs shall be deemed to constitute a partnership or agency between the participant(s) and the Organisers and the participant(s) shall have no authority to bind the Organisers in any manner whatsoever.
- 20. The Organisers reserve the right to amend these T&Cs without prior notice to the participant(s).
- 21. The Organisers reserve the right to cancel or reschedule the Contest at any time.
- 22. Intellectual Property Rights: All rights, title and interest, including but not limited to the Intellectual Property Rights in any/all images/photographs uploaded by the Organisers on their respective platforms shall vest with them. You hereby grant the Organisers a non-exclusive, unlimited, perpetual, irrevocable and royalty free license to use the images/photographs shared by you for the Contest, in any manner as it may deem fit. The Participants shall not in any manner or form utilize any material including but not limited to images, photographs, logos etc. of the Organisers without their prior written consent.

## 23. Disclaimers:

- a. The Organisers shall not be held liable for (i) any delay in performing or partial or total failure to perform any of their obligations under these T&Cs if such delay or failure is caused by circumstances beyond the control of the Organisers; or (ii) delays, changes, cancellations, diversions howsoever caused including without limitation as a result of epidemics, pandemics, COVID-19, travel restrictions whether domestic or international, war, terrorist action or strikes, accidents, fire, flood, non-availability of tickets, rooms, hotels; or (iii) for any loss, damage to property, personal injury, or death resulting from or related to participant's participation and/or inability to participate in this said Contest, or the use, misuse or inability to use the Prize or any portion thereof.
- b. the Organisers, their group companies, sub-contractors, respective directors, officers, employees, representatives or agents do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem in any network, system, server or otherwise which may result in any participation being not properly registered or recorded or posted.
- c. In no event shall the Organisers be liable for losses or any incidental or consequential damages arising out of or in connection with the said Contest. The Organisers shall not be responsible for any product or service liability of any kind.
- d. The Organisers offers no express or implied warranty regarding the merchantability and/or fitness of the Prize and/or does not give any assurance for the experience by availing the Prize.
- e. The Organisers has no control over and is not responsible if for any reason/s whatsoever, if the said Prize cannot be availed/redeemed for any reason whatsoever including force majeure, travel restrictions or ban in India, and/or any other unforeseeable event beyond the control of the Organisers, etc., and in no event shall the Organisers be liable for any losses

or any incidental or consequential damages whatsoever caused to the winner(s) due to the same.

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