

**Terms & Conditions for sending entries for nomination for “Most Inspiring Digital Health Leaders”****1. Definition**

Name of the Event	FE.com Digital Health Conclave 2021
Event Management/ Management	Personnel from IE Online Media Services Private Limited/ <a href="http://financialexpress.com">financialexpress.com</a> and / or organizers who are responsible for the overall conduct of the Event
Entrants	Central & State Government Decision Makers, Task Force Members, CEOs and CIOs, CTOs & Procurement Heads of Hospitals, Healthcare & Pharma Companies, Medical Directors from Autonomous institutions Like AIIMS, NIMHANS, PGIMER & Govt Medical Colleges, Corporates from Health Tech Companies, Health Tech Entrepreneurs, who have license/permission to operate/ work in India and have operated /worked in India during the period starting from April 2020- March 2021.
Application form	The Entrant must apply online on the below mentioned website/ <a href="https://www.financialexpress.com/events/digital-health-conclave-2021">link https://www.financialexpress.com/events/digital-health-conclave-2021</a>
Jury	A group of varied panelists identified by the management for evaluation/review of the entries on pre-defined evaluation parameters.
Terms and conditions (“T&C” or “Terms”)	The terms governing the Event and entries for nomination for “Most Inspiring Digital Health Leaders”, as may be amended from time to time by the Event management
Website and Its T&C & Privacy	<a href="https://www.financialexpress.com/events/digital-health-conclave-2021">https://www.financialexpress.com/events/digital-health-conclave-2021</a>

- 1.1 Terms of Use Agreement ("Agreement") sets out the legally binding terms for your entry for nomination for 20 (twenty) “Most Inspiring Digital Health Leaders”, results of which shall be announced in **FE.com Digital Health Conclave 2021 (“Event”)**, organized and managed by IE Online Media Services Private Limited (“IEOMSPL”). By this Agreement, you (“**Entrant**”) agree to abide by all applicable laws and by the terms of this Agreement. If you wish to submit Entry for nomination for “Most Inspiring Digital Health Leaders”, you must carefully read this Agreement and communicate your acceptance by checking the box on the submission form.
- 1.2 These Terms may be modified without any prior notification from time to time. Entrant is advised to regularly review these Terms. If any of the Terms and any amendments thereto are not accepted by you, you the Entrant must not send entry for nomination.
- 1.3 In the Event that the management does not receive the requisite number of Entrants and/or otherwise the parameters are not to the management’s satisfaction, Event may be cancelled, postponed, withdrawn or merged with another or others. The decision of the Management in

this regard will be final and binding. The Management will not entertain any correspondence in this regard

## **2. Objective of the Event**

- 2.1 The FINANCIAL EXPRESS is India's first pink paper, started in 1961 by the press baron Shri Ramnath Goenka. The FINANCIAL EXPRESS has over the decades sought to give correct, current, and unbiased coverage of the financial markets and business. It is a multi-edition newspaper printed and published by IEOMSPL's Affiliate the Indian Express (P) Limited. The newspaper's content is licensed to IE Online Media Services Private Limited for its use on the website **financialexpress.com**.
- 2.2 The Event has been instituted to recognize and honor the invaluable contribution of healthcare leaders in the safeguarding and improving public health through their innovation across products, services etc. This is critical for nation building through betterment of individuals, communities, societies, and organizations, public and private.

## **3. Eligibility criteria**

- 3.1 Entries for nomination for "Most Inspiring Digital Health Leaders" are open to Central & State Government Decision Makers, Task Force Members, CEOs and CIOs, CTOs & Procurement Heads of Hospitals, Healthcare & Pharma Companies, Medical Directors from Autonomous institutions Like AIIMS, NIMHANS, PGIMER & Govt Medical Colleges, Corporates from Health Tech Companies, Health Tech Entrepreneurs, who have license/permission to operate/ work in India and have operated /worked in India during the period starting from April 2020- March 2021.
- 3.2 The participating entity should have completed at least \_\_ (2) years of operations in India as on 31st October 2021
- 3.3 Individual Entrants should be Indian citizens
- 3.4 The Jury as confirmed by the Management may disqualify any application which does not meet the eligibility criteria. Jury's decisions as confirmed by the Management shall be final and binding on all Entrants and shall not be subject to challenge in any manner whatsoever.
- 3.5 Employees of IEOMSPL are not allowed to send entries.

## **4. Registration process**

- 4.1 \_\_\_ An Entrant can sign up or register only once using his/her mobile number.
- 4.2 \_\_\_ An Entrant is advised to use his/her/ their own valid email address and mobile number to avoid disqualification.
- 4.3 \_\_\_ Management has the right to disqualify any if it finds that an Entrant has created multiple accounts with identical or different name(s) and surname(s), incomplete names, pseudonyms, nicknames and names that do not match their Government ID, similar data of birth, location or IP address etc. Management has the right to disqualify Entrants if they are violating or subvert criteria of 2.1 and 2.2, attempt to make more than one entry or do not fulfil the registration or fair play criteria without notice.
- 4.4 \_\_\_ There is no entry fees/ charge for registration or nomination.

**5. Recognition of 20 Most Inspiring Digital Health Leaders Process**

- 5.1 Short listing of entries shall be done by Jury as confirmed by the Management. The decision by the Jury as confirmed by Management shall be final and binding.
- 5.2 The shortlisted Entries as well as the winning Entries may be featured or covered by the Management or brief thereof may be featured on [financialexpress.com](http://financialexpress.com) at the sole discretion of the Management.
- 5.3 No correspondence of whatsoever nature relating to shortlisting of Entries or selection of winning Entries shall be entertained.
- 5.4 Entries once submitted cannot be withdrawn. All costs and expenses towards making the Entry will be the sole responsibility of the Entrant.
- 5.5 The Entrants must refrain from endorsing or opposing any religious beliefs or contain communal, casteist or gender insensitive content or which is otherwise illegal, immoral, or contrary to public policy
- 5.6 The Management shall screen or display the Entries for the Jury.
- 5.7 The Jury shall select the top 20 finalists. The Management reserves its right to have an Event ceremony, to be held at NCR or Mumbai physically or virtually, where the shortlisted and /or winners may be screened or displayed in part or whole, for an audience or press at the sole discretion of the Management
- 5.8 Determination of the top 20 entrants shall be done by Jury as confirmed by the Management. These decisions shall be final and binding.

**6. Winner declaration**

- 6.1 Management shall have the liberty, but not the obligation, to publish a synopsis or background of selected submission made by the Entrants.
- 6.2 Entrants declare that the details furnished in the application form and supporting documents submitted for the Event 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 Entrant will be liable and accountable for any consequences resulting thereto including indemnifying IEOMSPL and the Management for any expenses, costs, losses, damages suffered or incurred, relating thereto.
- 6.3 Entrant authorizes the Management to use and display the content submitted as part of entry/ nomination/ participation, in whole or in part, in trade publications, press releases, press statements, press conferences, in electronic and or social media posting to any website, electronic hyperlinks to the website of the Entrant, and/or any other display format selected by the Management prior to, during the Event ceremony or subsequently including compilations at a later point in time ('Publication'), as it may deem fit including for promotion and advertising of the Event.
- 6.4 Management may, in its sole discretion, exclude a Entrant from participating in any part of the Event on various grounds, which may include without limitation (i) circumstances which, in Management's view, renders the Entrant unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the Entrant; (iii) any other reason that, at their sole discretion, would adversely impact Management and/or the Event. At no point of time will Management be obliged to notify unsuccessful Entrants of its decision.
- 6.5 Management will use the mobile number used to register for the entry by the Entrant, to identify the winner. Inability on the part of the Entrant to accordingly show or provide the required identification proof could entitle Management to disqualify the Entrant from the Event.

- 6.6 Management shall make all reasonable endeavors to; (i) enable Entrant(s) to proceed with participation in the Event (ii) to contact all winner(s) at each relevant juncture of the Event, however Management can make no guarantee thereof and Management shall in its sole discretion be entitled to proceed with the next entitled Entrants who are eligible to be winners under the Terms, in case it is unable to successfully contact and communicate with Entrants(s)/ winner(s) in terms hereof.
- 6.7 Management is not responsible if a call to a winner is not successful due to:
  - a. Line being busy
  - b. Congestion
  - c. No answer received
  - d. Poor call conditions / unclear reception
  - e. Number engaged/ Disconnected
  - f. Call drop
  - g. Other reasons that could render a call unsuccessful or terminate it
- 6.8 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 Event, with another Entrant who should be eligible to be a winner.
- 6.9 Management will reach out to winners within 30 days from winner declaration to obtain details and documentation, if any. Management will make a maximum of 3 attempts to get in touch with such winner. In case failure to contact the winner, the Management may select subsequent eligible Entrant.
- 6.10 The Entrant / winner hereby agrees that he/ she shall not hold Management responsible for any delays and/ or disputes and/or claims arising out of the announcement/ declaration of the winners and shall indemnify Management against any and all such claims.
- 6.11 The winners hereby agree that in case of any disputes/ claims arising out of the announcement/ declaration of the winners, the same shall be addressed directly to the Management.
- 6.12 Management may refuse to consider the winner(s) for shortlisting/ selection 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 Event under the Terms.

**7. Phases and Dates of the Event**

Submission Opening	October 28, 2021
Submission Deadline	November 20, 2021
Announcement & Presentation	Announcement of 20 (twenty) "Most Inspiring Digital Health Leaders" will take place during FE.com Digital Health Conclave 2021

- 7.1 Management, in its sole discretion, can reschedule/ postpone/ cancel the Event.
- 7.2 All applications received will be evaluated based on pre-defined evaluation criteria determined by the management in its sole and absolute discretion
- 7.3 The decision taken by the Management based upon the observation & recommendations of Jury with respect to the evaluation/disqualification/qualification is final and binding on all Entrants. No claims/queries raised with respect to the same will be entertained in this regard

## **8. Limitations & Disclaimers**

- 8.1 The Management will not be responsible for late/ incomplete/ corrupted/ defective entries and/or which cannot be read or viewed for any reason, and such Entries shall stand automatically disqualified. The Management shall not be responsible if for any technical, physical or other reasons, the Entry is not received or cannot be read/ viewed/ judged.
- 8.2 The Management reserve their right to suspend, cancel or modify, add to, or truncate these Terms & Conditions or Event and/or rules relating thereto at any time without notice. Entrants shall periodically check this page for updating of these Terms & Conditions.
- 8.3 The Management takes no responsibility for the content of the Entry in any circumstances. The Entrant shall take full responsibility for the content of the Entry submitted.
- 8.4 The Entry shall not contain any nudity, obscenity, explicit acts, content hurting religious or communal feelings, seditious, or which may constitute breach of privacy or otherwise be illegal, immoral or contrary to public policy.
- 8.5 Entries found violating this agreement and its terms & conditions or where the information provided in registration forms, declarations etc. is called into question, the Management shall be at liberty to withdraw the Entry from the shortlist or selection process.

## **9. Additional Information**

- 9.1 Entrants may be contacted for any additional information. Event Management may conduct field visit to verify the information provided. Such information sourced from the Entrants may become part of the original application.
- 9.2 Event Management has the right to ask for documentary proof of information. If such a request is made and the Entrant does not comply within 3 working days from the date the request is made, the Entrant may be disqualified from the shortlist or selection process and no further opportunity will be provided to the Entrant.
- 9.3 The Entrant agrees to give full consent unconditionally to IEOMSPL/financialexpress.com to share any information and/or data provided by the Entrant with any sponsors, knowledge partners and/or other partner of the Event.
- 9.4 Event Management or team appointed by Event Management will try to contact the Entrant on best effort basis by any means deemed appropriate.
- 9.5 An Entrant shall be available to enable Management to obtain information if required from them and/or interview them, etc.
- 9.6 The Entrant hereby irrevocably license and authorizes the Event Management to use the data gathered during and/or the Event in respect of the Entrants. This shall be the property of the Event management and shall be entitled to use the same in its communications including marketing promotions and advertisement.
- 9.7 The Management shall not be liable in any manner for any mishap, accident, injury, or damages etc. of whatsoever nature, caused to the Entrants during the Event or Event ceremony. Further, Event Management shall not be liable in any manner for any loss, damage, theft, or pilferage caused during the Event/ Event ceremony.

**10. General**

- 10.1 Entrant agrees that the Entrant is legally capable of sending the nominations for Most Inspiring Digital Health Leaders and, if selected, participating in the Event.
- 10.2 Entrant understands and agrees that merely sending entries for nomination does not entitle the Entrant to any other form of recognition/ consideration.
- 10.3 Entrant warrants and represents to the Event 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 Entrant or the partners of Event Management including Event Management for consideration for the Event are licensed irrevocably and royalty free or owned by the Event Management and do not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Entrant shall be completely responsible for handling any infringement or alleged infringement arising out of material provided by it to the Event Management hereunder and shall indemnify the IEOMSPL/ its affiliates/ its licensors/ [financialexpress.com](http://financialexpress.com) and the Event Management from any claims, costs, expenses, liabilities or damages from infringement or alleged infringement of the logo or trademark or incorrect information, data or documents provided hereunder.
- 10.4 Entrant must send the entries voluntarily at their own will and the Event Management are not in any way obligated or liable for any costs or expenses that the Entrant may suffer or incur, and nothing is payable to the Entrants for sending entries or participating in the Event or any Event prior to or following the Event.
- 10.5 Entrants for the purpose of entering the Event, automatically grants IEOMSPL/ [financialexpress.com](http://financialexpress.com) a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in these Event, and any intellectual property in relation to and arising out of such participation in the Event and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, [financialexpress.com](http://financialexpress.com) website in any display format selected by IEOMSPL/ [financialexpress.com](http://financialexpress.com) during the Event or use by IEOMSPL/ [financialexpress.com](http://financialexpress.com) as it deems fit.
- 10.6 The Event Management reserves the right to, at its discretion, withdraw or amend or add to the Terms & Conditions of the Event at any time, with prospective or retrospective effect, and does not take responsibility for any loss, expenses, or damage that any individual or organization may suffer as a result of participating or attempting to participate in the Event, the Event being withdrawn, or its Terms and Conditions amended.
- 10.7 Should a Entrant wish to withdraw from the nomination/ Event, the Entrant shall inform the Event management in writing at any time up to four weeks prior to the scheduled announcement and presentation date specified above.
- 10.8 The Entrants indemnify IEOMSPL/ [financialexpress.com](http://financialexpress.com) its employees, officers, contractors, partner or other persons used by them in relation to this Event 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 Event Management by any third party in connection with the Entrants participation in the Event or winning, which is inconsistent with any of the warranties and representations made by the Entrants, or due to breach of these rules and shall reimburse IEOMSPL/ [financialexpress.com](http://financialexpress.com) for any loss, costs, expense, or damage to which said indemnity applies. IEOMSPL/ [financialexpress.com](http://financialexpress.com) shall give the Entrant prompt written notice of any claim or actions covered

by this indemnity, and the Entrant shall have the right, at its own expense, to participate in any such action

- 10.9 Decision of Event Management on all matters including interpretation of any of these Terms & Conditions shall be final and binding on the Entrants and no correspondence will be entertained on the same.
- 10.10 In the Event these Terms & Conditions do not cover any question or complaint in relation to the Event, the same will be concluded on by the Event Management (for all other issues) or legal team as appointed by the Management as and when deemed necessary
- 10.11 The Entrant agrees to give full consent unconditionally for [financialexpress.com](http://financialexpress.com) to share any information provided by the Entrant with agencies working with them with regards to the program, its recording and broadcasting and related activities including agencies involved with IEOMSPL/ Financial Express("FE").
- 10.12 If Entrants are unclear as to the Terms & Conditions or any element of the Event or have any queries/concerns pertaining to the Event, they can write in with their questions, concerns, or queries to the concerned person details in the contact Event Management at [diksha.gupta@financialexpress.com](mailto:diksha.gupta@financialexpress.com) or 9717854520 section.

## **11. Website**

- 11.1 The website/ weblink [financialexpress.com/ digital-health-conclave-2021](http://financialexpress.com/digital-health-conclave-2021) is only an informational website/ weblink (the "Website") for the Event. IEOMSPL/ [financialexpress.com](http://financialexpress.com) is not liable or responsible for any action or decision taken by Entrant or anyone acting on Entrant's behalf or under Entrant employment or under contract with Entrant. IEOMSPL/ [financialexpress.com](http://financialexpress.com) shall not be under any obligation to Entrant and Entrant shall have no obligation or rights in relation to the Event and shall have no claims whatsoever against the IEOMSPL/ [financialexpress.com](http://financialexpress.com) relating to the selection process or the hosting and management of the Event
- 11.2 IEOMSPL/ [financialexpress.com](http://financialexpress.com) shall not be responsible for:
  - i. any delivery, failures relating to the registration or uploading videos/presentations.
  - ii. any SPAM generated messages as result of Entrant accessing the Website.
  - iii. Event Management not receiving or rejecting any data.
  - iv. 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
  - v. Other conditions/situations or failures beyond its control.

## **12. Disclaimers**

- 12.1 Events Management has no obligation to screen the entry material in advance for veracity of or completeness or otherwise of the entries received hereunder and is not responsible for monitoring entries for the purpose of preventing violation of intellectual property ownership rights, or violations of any law, rule, or regulation. If Event Management is notified in writing of submissions or materials that may not conform to the Terms and Conditions, or has reason to believe the same, it may investigate the allegations and determine in good faith and in its sole discretion whether to eliminate such an entry from consideration.