# TIE RB INGEN CHALLENGE

This RB INGEN CHALLENGE ("Challenge") is brought to you by Reckitt Benckiser India Private Limited, a company incorporated under the laws of India, having its registered office at Plot No.48, Institutional Area, Sector 32, Gurgaon – 122001, Haryana and branch office at the Executive Center, Level 3B, DLF Centre, Sansad Marg, Connaught Place, New Delhi-110001 ("*RBIPL/Company*") and The Indus Entrepreneurs - Delhi, a Society incorporated under the provisions of Societies Registration Act XXI of 1860 and having its registered office at C-482, Defence Colony, New Delhi- 110024 and its corporate office at Unit No. 1102, Tower- A, Advant IT Park, Plot No. 7, Sector- 142, Expressway, Noida- 201305 (hereinafter referred to as the "TiE/Partner").

The Company/RBIPL and the Partner shall be together referred to as "Organizers".

RBIPL is into the business of hygiene and home care products. Some of the brands of its Hygiene products are Harpic, Lizol, Mortein, Vanish, Colin, Cherry, Robin, etc., ("Hygiene **Products**"),

**OBJECTIVE**: The Challenge is focused on the generation of innovators with targeted solutions in Home and Hygiene segment. With the aim to encourage innovative solutions and to provide opportunity to Startups to scale their businesses, RBIPL in association with TiE brings this Challenge for the Startups.

The Challenge will provide Startups an opportunity to seek mentorship from the Organisers and benefit from their immense research, product and market knowledge in the home and hygiene segment.

The Challenge may also provide an opportunity to explore potential partnership with RBIPL at the sole discretion of RBIPL and on such terms and conditions as suggested by RBIPL.

## For the purpose of these Terms and Conditions following terms shall mean as under:

"Startups": An entity shall be considered as a Startup:

1. If it is incorporated as a private limited company or registered as a partnership firm or a limited liability partnership in India

2. Up to ten years from the date of its incorporation/registration

3. If its turnover for any of the financial years since incorporation/registration has not exceeded INR 100 Crores

4. If it is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation

**Note**: An entity formed by splitting up or reconstruction of a business already in existence shall not be considered a 'Startup'.

"Participants" shall mean Startups filling up the registration form of the Challenge.

"**Entry**" means duly filled in registration form alongwith the solutions on the Topics submitted by the Participants.

"Affiliate" means the company and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the company.

"**Distributors**" shall mean a firm, company or other entity appointed by the RBIPL vide an agreement for stocking, marketing and selling the hygiene and home products of the Company.

"**Vendors**" shall mean a firm, company or other entity appointed by the RBIPL vide an agreement for providing services to the Company

"**Conflict of interest**" shall mean Startup is funded by a Competitor of the Company or is actively working with the Competitor of the Company working on the Topics.

"**Competitor**" means any corporation, partnership or other entity that competes, or that owns a significant interest in any corporation, partnership or other entity that competes, with any business activity the Company/RBIPL engages in.

The Challenge invites applications from eligible Participants to submit their innovative solutions in the below areas (**"Topics"**):

- Disinfection, Cleaning & Pest control
- Cleaner Air & Water

To participate in the Challenge, Participants need to fill the registration form on <u>https://bit.ly/TiERBIngenChallenge</u> by 17th Feb 2021 with the requisite information as detailed therein and submit their solutions with respect to the Topics ("**Entry**").

For terms and conditions of the Challenge please read the below points:

1. The Participant must read and abide by all the terms and conditions before taking part in the Challenge. The participation in the Challenge is at the Participant's sole risk and is governed by the terms and conditions herein.

- 2. The Challenge is valid from 7<sup>th</sup> Dec 2020 to 30<sup>th</sup> June ,2021 ("*Challenge Period*"), throughout India.
- 3. No responsibility can be accepted by the Organizers for entries not received by 17<sup>th</sup> Feb 2021for whatever reason.

## 4. Eligibility criteria:

- a. The Challenge is valid for Startups who are engaged in the areas mentioned in the Topics.
- b. Employees of the Organizers and their families having any affiliation with the Startup, Organiser's Affiliates, Distributors, Vendors are prohibited from taking part in the Challenge.
- c. Any Startup having a clear Conflict of interest with the Company shall not be eligible.
- d. The details mentioned in the registration form by the Participants should be true and correct and supported with relevant documents, as and when demanded by the Organisers.

#### 5. Disqualifications

A Participant shall be disqualified if the Decision Committee have reason to believe, in their sole discretion, that:

- a. a Participant has breached any part of these Terms and Conditions or engaged in any improper conduct that jeopardize the fair and proper operation of the Challenge.
- b. a Participant has been found using any unfair or illegal means in the Challenge;
- c. any incomplete, indecipherable Entry/submission by the Participant shall be liable to be rejected without assigning any reason thereof.
- d. The Entries containing any content that is found to be plagiarized, copied, modified or violates any law or any third party's rights (including privacy, intellectual property and confidentiality rights).
- e. Any content in the Entries contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, illegal, or offensive content will also be disqualified without further reference and the Participants shall be solely liable for any consequences arising therefrom.

- f. If information provided during registration is found to be incomplete and/or inaccurate, even if its related to just a Team member the entire Team concerned shall be excluded from the Challenge.
- g. Entry inconsistent with the spirit of the Challenge potentially damaging to either TiE or the Company or any third party's image or reputation.

All disqualification decisions of the Decision Committee shall be final and not subject to appeal. The Decision Committee reserves the right to decide whether a replacement Participant should be selected in the event any Participant is disqualified from the Challenge.

### 6. **Process of Selection**:

- a. Each entry shall be verified for the eligibility of the Participants by the decision committee comprising of the representatives of the Organizers ("**Decision Committee**"). Participants may be called upon to submit the supporting documents.
- b. Entries not conforming to the eligibility criteria shall be disqualified from the Challenge
- c. All eligible entries only will be evaluated for their solutions to the given topics.

The Entries shall be evaluated by the Decision Committee on the below criteria:

- 1. Clarity Clarity of Thought & Articulation
- 2. Usability How big is the market opportunity & its relevance / synergies with the Company's business model
- 3. Stability business relevance and longevity of technology
- 4. Team Composition and Experience to analyse the efficient execution of the business .
- d. If required Participants will be asked to pitch their Entries to the Decision Committee through a virtual session. The mode of conducting the virtual session shall be communicated by Organizers to the Participants and the Participants shall be responsible for organizing such virtual session at their end.
- e. If Participant's Entry is identical or similar to the Entry of another Participant, Decision Committee reserves the right to score one Entry higher than the other subject to the judging criteria and at the sole discretion of the Decision Committee.
- f. Participants can make more than one Entry. However, if more than one Entry of a single Participant is chosen for the Prize only one such Entry shall be considered to the exclusion of others and selection of the Decision Committee in this regard shall be final, binding and non challengeable.
- g. On consideration and conclusion of the above, the Decision Committee shall shortlist the Participants ("Selected Participants").

- h. The Selected Participants will be communicated by the Organisers of their selection via email or any other mode at the sole discretion of the Organisers by **31**<sup>st</sup> **March**, **2021**.
- i. Each Selected Participant shall be provided mentorship by the Organisers whereby Selected Participants will receive guidance and insights relevant to enable them to make the final submission in the Challenge.
- j. Selected Participants shall submit their final submission which shall be evaluated by a Jury. The composition of the Jury will be decided by the Organisers and shall comprise of the members from the Organisers with atleast one senior management officer of the Company and may include external experts. ("Jury").
- k. The Jury shall evaluate the final submissions of the Selected Participants and select top three (3) submissions as the winners. The decision of the Jury shall be final, binding, non-challengeable and non-reviewable.

The final submissions shall be evaluated by the Jury on the below mentioned criteria

- 1. Goal Clarity
- 2. Relevance of the Participant's business and its synergies with the Company
- 3. Validation/ Traction which includes any pilot studies, results of test market launch, preorders, consumer feedback etc.
- 4. Execution ability of the Participant
- 5. Scalability

The aforementioned criteria upon which the Decision Committee and the Jury will evaluate the Entries and final submissions respectively are broad parameters and may include other parameters on the sole discretion of the Decision Committee or Jury as the case may be.

- 7. **Prize Details and Conditions**: The Winners shall win awards as mentioned below:
  - a. Cash Awards– 1<sup>st</sup> Prize INR 5 lakhs; 2<sup>nd</sup> Prize INR 3 lakhs; and 3<sup>rd</sup> Prize INR 2 lakh respectively by the Company.
  - b. Waiver of a one-year membership fee of TiE.

#### ("Gratification")

The prizes shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, cess, surcharges, taxes (including TDS), insurance, transfer fees, registration fees etc that may be applicable to avail/use the prize/s will be borne by the winners.

8. In addition to the above, one or more of the Selected Participants may stand a chance of being considered for equity funding / potential partnership with the Company on such terms and conditions as suggested by the Company. While considering such equity

funding / potential partnership, the Company will consider the winning entries first followed by the entries of other Selected Participants based on business considerations to be decided by the Company.

- 9. Winners of the Challenge and/or further details related to the Challenge shall be announced by TiE within 10 working days from the end of the Challenge via e-mail personally to the winners.
- 10. All winners are subject to verification and complete compliance with these Terms and Conditions; the Company reserves the right to verify the winner's details either on its own or through its agencies or authorized persons, and the winner shall provide all necessary assistance in such verification. In exercising this right, the Decision Committee may ask the winner to provide any document or other form of evidence, and if evidence does not establish the same, then the Decision Committee, in its sole discretion, shall have the right to disqualify the winner.
- 11. It is the Participant's responsibility to ensure that their personal details are always updated and accurate in order to be able to receive the information/notification from TiE in time. The Organisers will not be responsible for any loss or delay in delivery of communication due to incomplete/ incorrect address provided by the selected participants, technological failure, or for the fault of third party responsible for such intimation.
- 12. The Cash Award shall be credited directly to the winner's bank accounts upon verification and submission of requisite documents by the winners. If any of the above prize is unclaimed within a reasonable time after notification from the Organizers, as determined by the Organizers in its sole discretion, it will be forfeited, and time permitting, an alternative winner may be selected from the remaining eligible submissions at the Organizer's sole discretion.
- 13. The Prize shall not be transferable. Mere participation in the Challenge shall not entitle a Participant to the Gratification. No other person or agent can claim Gratification on behalf of the Participant. Apart from the entitlement to the prize/s as mentioned above, the winners will have no other rights or claims against the Organizers.
- 14. The Organizers does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish reasons for inclusion and, or, exclusion of any particular Entry of the Participant at any stage.
- 15. In case of any violations to the applicable laws and regulations including intellectual property rights, confidentiality obligations or any damages arising out of the Entries submitted as part of the Challenge, the onus, responsibility and consequences thereof shall be on the Participant and the Participant agree and undertake to indemnify TiE and the Company (and shall keep TiE and the Company indemnified) against all losses, damages

and costs incurred by the Company or TiE arising from or in connection with Participant's breach of the Terms

- 16. The Organizers shall not be responsible in any manner to anyone including the Participants for any unauthorized use or misuse of any of the Entries for reasons beyond the Organizers's control.
- 17. The Participant acknowledges and agree that his/ her name and contact information will be collected when upon registration for the Challenge. The Organizers may use or disclose this information to its affiliates, service providers and/or advisors globally solely for purposes of (i) fulfilling its regulatory obligations in connection with the Challenge (ii) as otherwise required to conduct the Challenge, including to confirm the eligibility of participant and to communicate with participant regarding Challenge, (iii) to be contacted via email for marketing purposes in connection with future events, the Challenge and other services that may be of interest, (iv) for publicity of the event over media; and (v) for declaration of the results through Social media and Websites.

Participants agree that in the course of fulfilling their obligations under these terms and conditions, any personal information, Participant's employees information and other related information (collectively, the "**Data**"), is collected from the Participant, trade or otherwise it shall be done so in in compliance with all applicable laws related to data protection and privacy.

The Participant provides such information and consents to the use of such information by the Company. For details of the Company's privacy policy please visit https://www.rb.com/privacy-policy/.

- 18. **Representations and warranties**: By participating in the Challenge, each Participant represents and warrants that:
- a. Participant is legally competent to enter into binding contracts under applicable laws;
- b. Participant is authorized to submit the information to the Organizers and that the disclosure will not breach in any way any confidentiality obligation it is subjected to.
- c. Participant agrees to receive communication(s) from TiE relating to the Challenge and unconditionally agree not to make any claim or raise any complaint against the Organizers in this respect.
- d. Participant has taken appropriate legal advice prior to submitting the Entry and is not relying upon the Company or TiE in any way for legal advice, including (but not limited to) concerning the protectability of the Entry.
- e. The contents of the Entry/s is not plagiarized, copied, modified or violates any law or any third party's rights (including privacy, intellectual property and confidentiality rights).
- f. By submitting the Entry, the Participant is not in any way creating any legal relationship with the Company.
- g. The Entry submitted is not a subject matter of any claims or dispute.

19. Subject to any applicable laws (a) All warranties, whether express or implied, are hereby expressly disclaimed by the Company and/ or its Affiliates, directors, officers, partners, employees, consultants, agents etc. under the Challenge and/or all things connected to the Challenge;

(b) No advice or information whether by representations, oral, written, illustrative or pictographic derived through the Challenge or otherwise shall be construed to mean the giving of any warranty of any kind by the Company or its Affiliates, directors, officers, partners, employees, consultants, agents etc. under the Challenge or any transactions effected through the Challenge.

(c) The Company is under no obligation to consider the Entry or agree to work together on developing the Entry.

- 20. All entries of the Challenge will be received on the specified link https://bit.ly/TiERBIngenChallenge and no communication by any other mode will be valid and/or considered for registration for this Challenge.
- 21. The Company or TiE shall not be liable for any damage or loss (including but not limited to any indirect or consequential loss) arising from personal injury or death, or loss of, or damage to property, which might be suffered or sustained in connection with the Challenge or arising out of travel or anything in relation thereto, except any liability not excluded by law.

## 22. Intellectual Property Rights

- Nothing in the Challenge shall affect any intellectual property rights of the Company in any product, which may be the subject matter of the Challenge.
- Any Intellectual Property Rights owned by the Participant shall remain vested in the Participant that owns them. Any Intellectual Property Rights owned by TiE or the Company shall remain vested in TiE & the Company and its partners
- Each Participant acknowledges and agrees that the Company or other Participants or third parties may have developed or commissioned works which are similar to the submissions made by the Participants or its members during the Challenge, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the submissions of Participant in the Challenge.
- 23. Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and the Company or TiE on the basis of submission of the application.
- 24. Participants will not receive any compensation from the Company or TiE upon making submission in their Entry.

- 25. For the duration of this Challenge the Organizers may provide any materials, application programming interface (APIs),equipment, etc. to be used by the Participant and the Participant agrees to undertake utmost care and diligence of the same as per the rules of conduct established by the Organizers. Damage to any materials, equipments, etc. provided by the Organizers shall be the sole liability of the Participants.
- 26. These Terms and Conditions, together with any Challenge registration forms, represent the Participant's entire agreement with the Company and TiE with respect to the Challenge.In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Challenge, these Terms and Conditions shall prevail over all such other instructions, rules and conditions
- 27. All visual(s) of the Challenge and its Gratification shown in any advertisement, publicity and other materials relating to this Challenge are solely for illustration purposes only.
- 28. The Company reserves the sole and absolute right to withdraw, amend and/or alter these Terms and Conditions (or any portion thereof) and/or substitute or replace the Gratification offered in this Challenge with a similar valued Gratification and/or to modify, cancel, terminate or suspend the Challenge at any time without giving any prior notice and no compensation in cash or in kind shall be given to Participants (including Selected Participants) and Participants (including Selected Participants) agree to be bound by those changes.
- 29. The Terms and Conditions of the Challenge are governed in accordance with the laws of India. All disputes regarding the Challenge shall be subject to the exclusive jurisdiction of Courts in New Delhi.