

## **“PULSE THE VENTURE”**

### **TERMS AND CONDITIONS**

The Venture is a reality show reaching out to budding entrepreneurs across India, who will be given an opportunity to present their business ideas and the winner/winning idea shall be entitled for funding by the Sponsor for such amounts and manner as mentioned below in their proposed venture. (“Contest”)

This Contest is organized by TV18 Broadcast Limited ("Organisers") and Dharampal Satyapal Limited (“Sponsor”) and is open for all for participation who qualify the following conditions:

- a. citizens of India;
- b. who are 18 ( Eighteen) years of age or above;
- c. who are competent to contract as per The Indian Contracts Act, 1872.

1. To participate in the Contest, a Participant needs to fill out a form that will be available on the website [www.theventure.co.in](http://www.theventure.co.in) or any other platform as may be determined by the Organiser during the Entries Period (as defined hereinafter). It is the Participants’ responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof) are always updated and accurate. Any correspondence regarding the Contest shall be sent to the Participants at the e-mail address provided by them in the Entries. The Organiser / Sponsor shall not be responsible for no receipt of any letter/ correspondence by the Participants on account of incomplete or inaccurate details provided by the Participant.

#### **2. Modes of Participation and the Process:**

2.1 The Participant shall be required to fill out a detailed form available on the website [www.theventure.co.in](http://www.theventure.co.in) wherein he/she will have to answer all the questions in the manner specified and will submit age proof along with educational qualifications. (“**Entries**”)

2.2 Upon receipt of Entries, the Organisers and Sponsors shall in their sole discretion evaluate the same and pick the top 48 Entries (“**Show Participants**”) who will then be part of the business reality show called “Pulse The Venture” which will be telecast on CNN News18 & CNBC-TV18 (“**Channel**”).

2.3 The entire lay out of the Contest has been annexed herewith and marked as **Annexure-A**.

2.4 The Show Participants who get shortlisted and are part of the top 6 Entries shall be required to necessarily register a company under The Companies Act, 2013 to avail the Prize of the Contest.

2.5 Only one representative from each team shall be allowed as a Show Participant and be a part of the Contest that will go on-air on the Channel. For example: if the Participant is team consisting of four persons who get selected in the top 24, only one person from that team shall represent the team (its business idea).

### 3. **Contest Period:**

3.1. The Entries for the Contest shall be accepted from 17 December 2016 and shall conclude on 18 April 2017 at 17:00 hours or on such date as decided by the Organiser (“**Entries Period**”). Any Entries received after the Entries Period shall not be entertained and shall be considered ineligible for the Contest. .

3.2. The Show Participants shall be announced in the first week of May 2017 through email/telephone/letters on the contact details provided by the Participants in the Entries.

### 4. **Selection of Show Participants:**

4.1. The Show Participants will be shortlisted broadly on the basis the following criteria

- i) Market Opportunity
- ii) Distinctive Competence
- iii) Management Capabilities
- iv) Financial Understanding
- v) Idea Uniqueness

### 5. **Selection of Winner:**

5.1. At the end of the Contest, the Organisers shall declare the Winner from the Show Participants as the winner of the Contest (“**Winner**”) and such a Winner shall be eligible for Prize as detailed below.

## **6. Prize Details:**

- 6.1. The Sponsor will invest INR 10,000,000/- (Rupees One Crore Only) in the business idea of the Winner which shall entitle Sponsor or its nominees to 10% stake in the specially constituted entity (“**Entity**”) in the form of equity shares or otherwise at the sole discretion of the Sponsor. However, modalities of this arrangement shall be decided later as per mutual agreement between Winner and Sponsor by entering into definitive agreements basis the business needs of the Entity.
- 6.2. The Sponsor may in its sole discretion invest, over and above the Prize .The manner and details of such investment shall be finalised between the Winner and Sponsor by entering into definitive agreements.
- 6.3. Winner (whether team or single contestant) will be entitled for only one Prize and Winner hereby, jointly and severally, agrees not to contest or challenge the Prize received by it/them under this Contest.

## **7. Intellectual Property:**

- 7.1. If a business idea is the intellectual property of a third party and has been protected by the respective intellectual property laws, the originator/owner of such intellectual property in the business idea must agree in writing to the use of such protected intellectual property by the Participant and must expressly be credited in the business summary and business plan. The Participant shall indemnify, defend and hold harmless the Sponsor, the Organiser, its affiliates, officers, directors and representatives from and against all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including legal fees, arising out of, connected with or resulting from any infringement or alleged infringement of third party intellectual property rights
- 7.2. If the Entry, Elevator Pitch or Business Plan relies substantially on any intellectual property rights, whether registered or not, including any rights conferred by statute, common law or equity in or in relation to patents, copyright, trademarks, designs, circuit layouts, it may not be necessary for the purposes of the Contest to specify all of the technical details of that intellectual property lying in the business idea presented before the jury. The Entry, Elevator Pitch and Business Plan are intended to outline a business idea and the prospective market and financing and marketing details. Participants should not include technical details to a level which might affect their capacity to protect and, at some future point, exploit their intellectual property through registration and commercialization. Participants should also ensure they understand their rights and liabilities in relation to intellectual

property and the protection of those rights. The Participant understands that the business idea/ Entries submitted/ shared/ presented is at participants' sole risk and Participants have voluntarily submitted such information in the Contest. Participants shall not hold the Sponsor, Organisers or their respective affiliates and Jury liable for any breach of confidentiality of the sensitive/confidential material including IPR, Trade secrets etc.

7.3. Notwithstanding anything contained herein or otherwise, Participants shall not make Sponsor, Organiser, their affiliates, members of the Jury, partners or any employee or agent of the Organiser/Sponsor, liable for breach of confidentiality or intellectual property rights existing in their business idea/plan or any other sensitive/ confidential material.

7.4. Participants shall undertake that they are legally entitled to use intellectual property rights in the business idea/plan presented in the Contest and shall be solely responsible and any claim arising out of violation of third party intellectual property rights.

## **8. Additional Terms and Conditions for the Contest**

### **8.1. No liability:**

- i) The Organisers, Sponsors, members of the Jury, partners or any employee or agent of the Organisers/Sponsors shall NOT be liable for: (a) any costs incurred or loss or liability suffered by the Participants in relation to the Contest, whether directly or indirectly; (b) any loss in expectation of profits by participant (c) any failure by Participant to understand their rights and liabilities in relation to the intellectual property in business idea. (d) any other benefit the Participant may expect to gain by participating in the Contest.
- ii) Under no circumstance, shall the Organiser & Sponsor and their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or to any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages or for any other reasons whatsoever, even if the Organiser & Sponsor has been advised of the possibility of such damages.
- iii) The Participant specifically agrees and undertakes not to file in person or their representatives, any applications, criminal proceedings, and civil suits, in any court or forum in India or abroad against the Organiser & Sponsor and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.

- iv) The Organisers & Sponsor shall not be responsible for any loss of Entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures, overloads etc.; or for lost, misdirected or misplaced Entries, or for Entries received after the Entries Period; or for any reasons beyond the control of the Organiser & Sponsor.
- 8.2. Participants agree to indemnify and hold Organiser and Sponsor, their officers, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim, damages, losses or demands, including reasonable attorney fees and court costs, arising out of their participation in the Contest or for any reason whatsoever, including but not limited to civil suit or criminal action due to breach of representations made Participants.
- 8.3. Confidentiality: (a) Participants will be prohibited from disclosing or using any details of the ideas or any other information in connection with the Contest. (b) The Organiser / Sponsor shall not accept any responsibility for any decision of the Jury for breach of their confidentiality obligations. (c) The Show Participants shall execute a Non-Disclosure Agreement (NDA) and an undertaking or such documents as required by the Organiser and Sponsor for participating in the Contest.
- 8.4. While every effort will be made to preserve the confidentiality of each of the Entries Form/business ideas, the Participant understands that the business idea is shared/ presented is at his/her sole risk and he /she shall not hold the Sponsor or its affiliates liable for any breach of confidentiality of the sensitive/confidential material. All reasonable measures to ensure the protection of intellectual property of Entries received for Contest will be taken. Protection of such rights is however, ultimately the responsibility of each Participant.
- 8.5. All Participants who get shortlisted in the top 48 shall not under any circumstances divulge their business idea or any contents of their Entries to any person other than what is required under the Contest.
- 8.6. All other incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant.
9. The Participants/Winner(s) acknowledge that the Organiser shall not be liable for any costs, expenses, charges, fees, taxes, etc. incurred by the Participants/Winner(s) in participating in the Contest, and the

Participants/Winner(s) shall be absolutely responsible and solely liable for the same.

10. The Participants shall not be entitled to win the Prize simply by reason of participating in the Contest. Further, the Winner so selected shall be entitled to win the Prize as set out hereinabove. The selection process shall be as per the sole discretion of Organiser/ Sponsor. The Participants or their representatives shall have no right to question the process of selection at any stage. In the event there is a tie between two Participants as final winner, then the same shall be resolved at the sole discretion of the Sponsor (Jury and Organiser).
11. Apart from the entitlement to the Prize, the Winner will have no other right or claim against the Organiser/ Sponsor.
12. By participating in the Contest, the Participants agree to be bound by all rules; regulations, guidelines or policies ("Rules") associated with the Contest, including without limitation these terms and conditions, and agree to be bound by any rules and decisions made by the Organiser, including any interpretations of such Rules by the Organiser.
13. The Prize/s is non-transferable, and shall not be exchanged for cash. No request shall be entertained by the Organisers/Sponsor on this behalf and Sponsor's decision shall be final and binding.
14. In the event of any Force Majeure event beyond the control of the Organiser/Sponsor, and the Prize not being made available to the Winner/Winning Team, the Winner/Winning Team shall not have any right to claim any damages or monies from the Organiser/Sponsor and by participating in this Contest the Winner(s) waive their right to make any claims against the Organiser/Sponsor.
15. For the purpose of this Contest, "Force Majeure Event" shall include fire, earthquake, flood, epidemic, war, acts of God, government rules and restrictions, and any other acts which are beyond the control of the Organisers/Sponsors, which cannot reasonably be forecasted or provided against, and cannot be predicted by men of ordinary prudence and which prevent or delay the performance of any of the obligations of the Organisers or Sponsors.
16. Employees of the Organisers & Sponsor including their affiliate companies, ad agencies, consultants etc. which working for the Contest, will not be eligible for participating in the Contest.
17. The Sponsor reserve the right to change/modify terms and conditions and/or criteria of the Contest and / or the Prize or the duration/ timing of the Contest in consultation with the Organisers, at any time at their own sole discretion and without any prior notice and without assigning any reason whatsoever.

18. The Participant acknowledge that he/she will not hold the Organizers & Sponsor and/or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss of opportunity, monetary loss due to their participation in the Contest. The Organisers & Sponsor are not responsible for any errors or omissions in the terms and conditions contained herein. All information is provided "As is" without warranty of any kind. The Organisers & Sponsor makes no representations and disclaims all express, implied and statutory warranties of any kind to the participants and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
19. The Organisers or Sponsors shall not be liable or responsible for any injury, death, damage, loss, delay, cost, expense, or inconvenience caused to any of the Participants during the Contest.
20. The Participants grants the Organisers & Sponsor irrevocable consent in perpetuity to the use his/ her name, photographs, video tape(s) taken during the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms worldwide, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participants further notice or consent.
21. The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favo ur, of any kind whatsoever, to facilitate their winning in the Contest. Any act/alleged act shall lead to immediate disqualification of such Participant(s) and the Organiser along with the Sponsor shall be entitled to take any and all action(s) against such Participants, as deemed fit by them.
22. Termination: the Organiser/ Sponsor may at any time and for any reason: (a) disqualify a Participant from the Contest in their absolute discretion if the Organiser/ Sponsor determines that such disqualification is warranted; or (b) discontinue the Contest by posting a notice to that effect on the Website.
23. In case of any dispute, controversy, claim or difference arising out of or relating to this Contest, the decision of the Organiser & Sponsor shall be final and binding on the Participants.
24. The Contest shall be governed by the laws of India subject to the exclusive jurisdiction of competent court/s at New Delhi.
25. The decision of the Organisers/Sponsor in connection with the Contest will be final & binding on all Participants.

## **ANNEXURE- A**

### **Round 1 Online Entry Submission**

The first round will be the preliminary round of written submission of the Innovative Business Idea by Show Participants on **www.theventure.co.in**

Each individual / team would have to fill a form with details about their business idea on the website

Out of the total Entries accepted, top 100 (One Hundred) individuals / teams will be shortlisted on the key parameters of problem identification, solution explanation, target market, competition, financial summary and target milestones.

The accepted Entries will then be notified to take part in next round with the pre-jury.

### **Round 2 Video Conferencing**

Out of 100 (One Hundred) Entries, Pre-jury will shortlist top 48 (Forty Eight) Entries/ Show Participants from Round 1.

Top 100 (One Hundred) participants will be required to make an elevator pitch to the pre-jury through video conferencing

### **Round 3 Zonal On-ground events**

Out of 48 (Forty Eight) Show Participants, Pre-Jury will select 24 (Twenty Four) finalists, who will present their respective idea in the TV reality series.

In this round shortlisted 48 (Forty Eight) show participants would be required to make a five minute presentation along with Q&A session about their business ideas to the pre-jury at on-ground zonal events held in Delhi, Mumbai, Bangalore and Kolkata

## **Round 4 Reality Series**

### **Stage 1**

Successful 24 (Twenty Four) Show Participants from Round 3 would be divided into groups of four and each participant would pitch their business idea to the Grand Jury. From stage 1, a total of 6 (Six) Show participants will be selected for Round 5 of the series.

### **Stage 2**

The 6 (Six) Show Participants would go through two rounds of tasks which would test their business ideas and skill sets. At the end of two tasks, 2 (Two) Show Participants would be eliminated.

## **Round 5 Grand Finale**

Round 5 shall be the final round where the top 4 (Four) Show Participants would be required to make presentation on their business idea to the Grand Jury and a group of professionals consisting of entrepreneurs, professors, etc.

The Grand Finale will be held in Delhi

The Winner will be selected from the top 4 Show Participants and will be entitled for the Prize in the form an investment.