

**TERMS AND CONDITIONS  
OF  
BYJU'S XCEL – FOOD ART CHALLENGE**

In order to promote extra-curricular learning and creativity, Think & Learn Private Limited (“**BYJU’S**”) brings to students (“**Participants**”) another fun challenge in the form of ‘**BYJU’S Xcel – FOOD ART CHALLENGE**’ (“**Challenge**”).

1. **Binding Agreement:** In order for an Eligible Participant (*defined below*) to participate in the Challenge:

- (i) in case such Eligible Participant is below the age of 18 (eighteen) years (“**Child Participant**”), then the parents/ legal guardians representing the Child Participant;
- (ii) in case the Eligible Participant has attained the age of 18 years, then such Eligible Participant;

(such Eligible Participant who has attained the age of 18 years or where applicable, such parents/ legal guardians representing the Child Participant are referred to as “**you**” or “**your**”)

must agree to these terms and conditions governing Eligible Participant's participation in the Challenge (“**Rules**”). Therefore, please read the Rules carefully prior to the Eligible Participant taking part in the Challenge to ensure that you understand and agree with the terms and conditions of the Challenge. You agree that with the Eligible Participant participating in the Challenge, you are unconditionally bound by these Rules.

The participation or winning rewards in the Challenge does not require purchase of any of the products offered by BYJU’S.

2. **Eligibility:** The Challenge is open only to such Participants (“**Eligible Participants**”) that (i) are Indian citizens; (ii) are residing in India at the time of participation in the Challenge; (iii) are studying in Class 4 to 10 (both included) in any school in India, at the time of participation in the Challenge; (iii) in case of Child Participants, have obtained your permission to participate in the Challenge and you have unconditionally consented to being bound by these Rules; and (iv) have registered for a ‘BYJU’S XCEL – Masterclasses by Eminent Personalities’ [here](#) (“**Master Class**”) and attended the same.

In the event: (i) the participation of the Eligible Participant in the Challenge is not permitted under applicable law, or (ii) you have misrepresented or do not comply with any provisions of these Rules, then in either case BYJU’S shall, in addition to being entitled to take appropriate legal action, have the right to disqualify the concerned Eligible Participant at any stage of the Challenge and forfeit any reward awarded as part of the Challenge.

3. **Details of the Challenge:**

3.1. The details regarding this Challenge are available on <https://blog.byjus.com/the-learning-tree/contests/xcel-food-art-challenge/>. Communication regarding this Challenge will also be circulated on Facebook through [FB account](#) (“**FB**”) and Instagram through [IG account](#) (“**IG**”). Please note that the Challenge is not sponsored, endorsed, or administered by either FB or IG.

- 3.2. Eligible Participant may participate in the Challenge during the Challenge Period by complying with each of the following requirements: (i) Eligible Participant shall create a work of art through an arrangement of such food items which, combined together, represent a balanced diet including important nutrition groups (such arrangement hereinafter referred to as an “**Artwork**”); (ii) Eligible Participant shall take a photo clearly capturing the Artwork, and submit the picture to [creativeminds@byjus.com](mailto:creativeminds@byjus.com), along with a title of the Artwork, a short write up containing the description of the food items used for creating the Artwork and the nutritional groups such food items belong to, your contact number, Eligible Participant’s name and Class, and having the email subject line as ‘**BYJU’S Xcel – Food Art Challenge**’.
- 3.3. The Challenge opens at 00:00 hours on November 18, 2022 and closes at 23:59 hours on November 24, 2022 or such other extended date as decided by BYJU’S in its sole discretion (“**Challenge Period**”).
- 3.4. The entry submitted to participate in the Challenge shall adhere to the requirements, as mentioned in paragraph 3.2 above. Such entry will be evaluated for Eligible Participant’s creativity and articulation of thoughts and ideas describing the picture of the Artwork sent by you.
- 3.5. Please note that only one entry from you will be accepted as a valid entry for the purposes of this Challenge. In case of multiple entries submitted by you, the entry determined by BYJU’S to be the first entry shall be considered as your valid entry for the Challenge.
- 3.6. The picture of the Artwork, received as part of the entry, which BYJU’S believes to be inappropriate, fraudulent or not complying with the terms of these Rules shall be disqualified.
- 3.7. Declaration of Winners:
  - 3.7.1. Top 2 (two) Eligible Participants from each of the two groups (i.e., Group 1: for Classes 4 to 6; and Group 2: for Classes 7 to 10), evaluated basis the criteria set out in paragraph 3.4 above will have the prospect of being rewarded with an air fryer and a copy of the book ‘Masala Lab: The Science of Indian Cooking’ signed by Krish Ashok, the author of the book (collectively, “**Reward**”). BYJU’S will intimate winners of the Challenge on November 27, 2022 during the ‘BYJU’S XCEL – Masterclasses by Eminent Personalities’, via e-mail, short-message service, WhatsApp, and/or telephonic call on the contact details registered with BYJU’S for this Challenge. You will be informed of the mode for receiving the Reward at the time of intimation of winners of the Challenge.
  - 3.7.2. Please note that you shall have no claim whatsoever against BYJU’S in relation to the selection of winners of the Challenge and BYJU’S shall not have any obligation whatsoever to entertain any query pertaining to the process followed for evaluating and selecting the winners of the Challenge.
  - 3.7.3. All intellectual property in the picture of the Artwork submitted as part of the Challenge, for good and valuable consideration set out in these Rules, shall automatically vest in BYJU’S. Accordingly, BYJU’S shall have the right (but not the obligation) to use picture of the Artwork, Eligible Participant’s name and class details submitted as part of the Challenge in any promotional, marketing and/ or advertising activity, including but not limited to publishing select few pictures, in whole or part thereof, on its website and other platforms.

- 3.8. **Reward:** Each of the following conditions shall apply in respect of the Reward:
- 3.8.1. Reward shall be handed over only to you. Rewards are non-assignable/ non-transferable under any circumstances whatsoever.
  - 3.8.2. BYJU'S will have no liability whatsoever in the event the registered e-mail and contact number details are: (i) non-functional, or (ii) functional, but inaccurate, in which case the communication/ intimation of winners (under paragraph 3.7) may be received by a person other than you. Additionally, in the event BYJU'S is unable to reach you on the contact number provided after three attempts, then you will forfeit the Reward.
  - 3.8.3. Reward cannot be exchanged for cash.
  - 3.8.4. The specifications of the Rewards shall be determined by BYJU'S in its sole discretion.
  - 3.8.5. Rewards shall be awarded "AS IS" and "WITHOUT WARRANTY OF ANY KIND", express or implied, including, without limitation, any implied warranty of quality, merchantability or fitness for a particular purpose from BYJU'S. It being further clarified that BYJU'S shall not be responsible in any manner whatsoever for any untoward event (including death or bodily injury) caused by the Reward.
  - 3.8.6. If Reward cannot be made available to the winners of the Challenge due to restriction imposed by applicable law or for any other reasons, then in such an event BYJU'S may, at its sole discretion, not award any of the Rewards.

4. **General Conditions:**

- 4.1. By participating in the Challenge, you hereby represent and warrant that all information and documents (if any) submitted herein are true and accurate.
- 4.2. If for any reason the Challenge is not capable of running as planned or upon occurrence of a force majeure event, BYJU'S reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Challenge.
- 4.3. BYJU'S shall be not liable for any delay or adverse effect caused to you and the Eligible Participants as a result of any force majeure circumstances, including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond control of BYJU'S.
- 4.4. You agree that all decisions of BYJU'S in respect of the Challenge are final and binding on you. Failure by BYJU'S to enforce any of these Rules in any instance shall not be deemed to be a waiver of the Rules and shall not give rise to any claim by any person (including other Participants). The decision of BYJU'S shall at all times be final and binding.

5. **Further Assurance**

- 5.1. BYJU'S reserves the right to require Eligible Participants to submit *inter alia* proof of age, residential status, Class in which such Eligible Participant is presently studying in and in case of Child Participant, the permission obtained from the parents and/ or legal guardian to take part in the Challenge, at the appropriate time.

- 5.2. You shall sign, notarize, and return an affidavit or declaration of eligibility, liability release, publicity release, in case of Child Participant, provide a copy of the permission obtained from parents and/ or legal guardian, and sign such other documents or provide such information as required by BYJU'S, from time to time, in connection with the Challenge.

## 6. **Privacy**

You agree and acknowledge that personal data submitted for participation in the Challenge or if applicable, receiving Reward, including name, email address, contact number and residential address may be collected, processed, stored or otherwise used by BYJU'S and/ or its affiliates in relation to the Challenge (including but not limited to conduct, administration or publicity of the Challenge, and for such other lawful purposes as BYJU'S may deem necessary) and on completion of the Challenge, in accordance with the privacy policy available at [Terms and Conditions of BYJU'S - The Learning App \(byjus.com\)](https://byjus.com/terms-conditions/).

## 7. **Publicity:**

On participating in the Challenge, you agree to be involved in media activity or other promotional activity, if any, pertaining to the Challenge (including but not limited to using pictures submitted as part of the Challenge). Accordingly, if requested by BYJU'S, you agree to execute all necessary documents in order to give full effect to this provision, including removing any difficulties arising in relation thereto.

## 8. **Indemnity and liability release:**

- 8.1. You agree to defend, indemnify and hold harmless BYJU'S and/ or any of its affiliates, their directors, officers, employees or agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorney's fees) arising out of or accruing from: (i) any misrepresentation made by you in connection with the Challenge; (ii) any non-compliance by you with these Rules; (iii) claims brought by persons or entities arising from or related to your involvement with the Challenge; (iv) acceptance, possession, misuse or use of any Reward or participation in any Challenge related activity or participation in the Challenge.
- 8.2. This Challenge is being conducted purely on a "best effort" basis and participating in this Challenge is voluntary. By participating in the Challenge, you are legally bound hereby, to release from liability, and hold harmless BYJU'S and/ or any of its affiliates, their directors, officers, employees or agents representing or related to BYJU'S and its services/ products. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the rewards offered as part of this Challenge or directly or indirectly, by reason of the acceptance, possession, or participation in the Challenge, notwithstanding any acts or omission of BYJU'S.

## 9. **Governing Law and Jurisdiction:**

The Challenge is governed by the laws of India and courts at Bengaluru shall have exclusive jurisdiction over any dispute arising in relation to the Challenge and the Rules governing the Challenge.

## 10. **Recourse to Judicial Procedures:**

If any provision of these Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Challenge are hereby excluded, and you expressly waive any and all such rights.