



### **Ecommerce Bootcamp** Organized by IFBC & Delivered by Datakue

(Updated on 12<sup>th</sup> June 2023)

"Ecommerce Bootcamp" shall hereinafter be referred to as the "Program"; Indo-Foreign Business Council shall hereinafter be referred to as "IFBC"; the management, implementation, delivery partners and sponsors shall collectively hereinafter be referred to as "associates"; the delivery partner Datakue Services Pvt. Ltd. shall hereinafter be referred to as "Datakue"; the program management team shall hereinafter be referred to as "Program Management" in this terms and conditions, exclusive to the Ecommerce Bootcamp organized by IFBC.

### About the Program:

IFBC is a non-for-profit business association based in Bangalore, connecting Indian SMBs to global SMBs. With 3000+ International members with presence in 18 countries. We have conducted international B2B conferences for the Indian SMEs between USA, UK, Germany, Japan, Korea, Taiwan, Finland, Singapore, Australia, Greece, Africa and Dominican Republic. IFBC is gaining momentum as a business facilitation organization especially for Indian businesses to enter foreign markets and vice versa. With the mission to empower one lakh MSMEs as "ecommerce ready units" in the next ten years under Digital India mission, IFBC conducts this initiative as Ecommerce Bootcamp. The program is supported by various organizations from both the Govt. and the private sectors. With this as the premises, event terms and conditions are set below to ensure fairness to all the stakeholders involved.

#### **Program Terms and Conditions**

- By participating in the program, you ("Participant") agree to abide by and be bound by these Program Terms and Conditions ("Terms"), any amendment thereto IFBC shall reserve the right to amend.
- These Terms may be modified by the program management team of IFBC ("Program Management") without any prior notification. Participant is advised to regularly review these Terms on Website. Participant must clarify with the Program Management in case of any ambiguity or disagreement.
- The program may be changed / modified / split / merged / increased / reduced / withdrawn or cancelled at the sole discretion of IFBC.

#### Eligibility Criteria for participation in the Program

- The participating organization should have its registered office in India and carrying out business in India as a sole proprietorship, partnership, public company, private company, HUF or trust, MSMEs and SMEs.
- The program comes with a subsidy yet has a fee component to be satisfied by the participant.
- Employees and immediate family members of the Program Management team shall not be allowed to participate free of cost either.

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### Call for Registrations & Participation

- The call for registrations for the Program will be announced in one or more media platforms and / or by direct communication, and that shall be construed to be adequate notice for the call for entries.
- Participant can register for the Program by completing the application form online.
- Link to fill the application form will be available on the microsite.
- Participant needs to duly fill all information points on the Application Form.
- A Participant can have only one entry per website.
- The Program management team has the right to group and subgroup participants for the purpose of smooth implementation.

### Submission of Entries-Online

- Last date for submitting the completed application form is notified on the website.
- Participation in the Program in any manner will be construed as an acceptance to the Terms and conditions stated herein.

### Completeness of Application & Disqualification

- All mandatory fields of the application form must be complete in all respects; else it may be disqualified from participation.
- Registrations shall be accepted in English language only.

#### **Timelines**

- The defined timelines are subject to change based on circumstances.
- Management and its associates shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Event or its ceremony or any part of its processes because of any factors beyond its control.
- All applications with payments need to be completed within the due dates, else participation shall not be allowed.
- Participants may be contacted for any additional information to verify the information provided. Such information sourced from the participants will become part of the application.
- Management has the right to ask for documentary proof of information. If such a request is made and the participant does not comply within 2 working days from the date the request is made, the participant shall be disallowed to attend the Program.
- Management or team appointed by Management will try to contact the Participant on best effort basis by any means deemed appropriate.
- In the event it is not possible to contact any Participant to obtain information, such Participant shall be disallowed to attend the Program.
- The participant hereby irrevocably authorizes the Management to use the data gathered during and/or the Program in respect of the participants. This shall be the

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property of Datakue and Datakue shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without IFBC's brand.

Under no circumstances, the participation fee shall be refunded for no show.

#### General

- Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Program and agree to the Terms and that Participant is competent (i.e., Participant is of legal age and mental capacity) and eligible to enter into this legally binding agreement.
- Participant warrants and represents to the Program 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 Participant or the partners of Program Management including the Program Management for consideration for the Program are solely owned by IFBC and Datakue; and does not infringe upon any other individual or organizational rights (including without limitation, intellectual property rights). Participant shall be completely responsible for handling the claim of infringement or alleged infringement by any third party who are officially outside the Program and shall indemnify IFBC and its associates in the form of delivery partners, sponsors, program management companies, other vendors for the program from any claims, costs or damages of infringement or alleged infringement of any third-party rights including intellectual property right or the defines of a claim or any costs payable thereof.
- Participant must enter the Program at their own will and the Program Management are not in any way obligated or liable for any loss or costs that the Participant may suffer or incur and nothing is payable to the Participants for participating in the Program or any event prior to or following the Program.
- Participants for the purpose of entering the Program, grant IFBC & it's associates a royaltyfree, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Program, and any intellectual property in relation to and arising out of such participation in the Program and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, the associates website in any display format selected by IFBC during the Program or use by IFBC as it deems fit.
- The Program Management reserves the right to, at its discretion, withdraw or amend or add to the T&C of the Program at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any individual or organization may suffer as a result of participating or attempting to participate in the Program, if the Program being withdrawn, or its Terms amended.
- Should a Participant wish to withdraw from the Program, kindly inform program management in writing at any time up to three weeks prior to the program date.
- Cost of traveling & accommodation shall be borne by the participants themselves.

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- IFBC and its directors, employees, consultants, associates, sponsors, vendors, assume no liability whatsoever for any direct or indirect loss or damage arising from Participant's participation in the program.
- The Participants indemnify IFBC, its employees, officers, contractors, partners, associates, sponsors, vendors, or other persons used by them in relation to this Program 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 Program Management by any third party in connection with the Participants participation in the Program, which is inconsistent with any of the warranties and representations made by the Participants, or due to breach of these Terms and shall reimburse IFBC for any loss, costs, expense, or damage to which said indemnity applies. IFBC shall give the Participant a written notice of any claim or actions covered by this indemnity, and the Participant shall have the right, at its own expense, to participate in any such action.
- IFBC shall not be liable to the Participant for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by IFBC in performance of its obligations. For the purpose of this condition such circumstances shall include, without limitation, the circumstances beyond the control of the Company and shall also include the effect of any natural element or other acts of State or God, pandemics, or other industrial disturbances, war, riots, civil commotion, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities.
- If any provision of these Terms is held to be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of these Terms other than those which are held invalid or unenforceable, shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable Terms shall be replaced with Terms, which are valid and enforceable and most nearly reflect the original intent of the unenforceable Terms.
- Decision of the Program Management on all matters is final and binding on all Participants and no correspondence will be entertained on the same.
- In the event these Terms do not cover any question or complaint in relation to the Program, the same will be concluded on by the Program Management (for all other issues) or an independent body or legal team as appointed by the Program Management and deemed necessary.
- The Participant agrees to give full consent unconditionally for IFBC to share any information provided by the Participant with associates working with IFBC with regards to the program, its recording and broadcasting and related activities including agencies involved with IFBC.
- The decision of IFBC in relation to the interpretation of any of these Terms shall be final and binding on the Participants.

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- Any dispute arising out of these Terms and Conditions shall be governed by the laws of India and courts at Bangalore shall have exclusive jurisdiction in respect of any disputes arising out of these Terms.
- If Participants are unclear as to the Terms or any element of the Program or have any queries/concerns pertaining to the Program, they can write in with their questions, concerns or queries to the following email address: bootcamp@datakue.com.
- Participants undertake that they wish to participate in the program out of their own will without any duress.
- Participants undertake that they have not been lured into participating in the program through any unfair means. IFBC shall endeavour to the best of its ability to respond thereto.

#### Website

- The website link of IFBC and its associates, partners, sponsors, vendors, provides information and acts as the only means to register for the Program.
- IFBC shall not be responsible for: any delivery, failures relating to the registration or uploading videos/presentations; any SPAM generated messages as result of Participant accessing the Website; Program Management not receiving or rejecting any data; any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive registrations failures owing to transmission or due any technical reasons and other conditions/situations or failures beyond its control. The Participant agrees to be bound by the Website Terms of Use and the Website Privacy Policy.

#### Disclaimers

- IFBC and its associates is not liable or responsible for any action or decision taken by Participant or anyone acting on Participant's behalf or under Participant employment or under contract with Participant.
- IFBC shall not be under any obligation to the Participant and Participant shall have no obligation or rights in relation to the Program and shall have no claims whatsoever against IFBC relating to the administrative process or running of the Program.
- Program Management has no obligation to screen the materials used during the event by the participant for preventing violation of intellectual property rights, or violations of any law, rule or regulation. If the Program Management is notified of submissions or materials that may not conform to the Terms, it may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such participant from the program. The Program Management has no liability or responsibility to the Participants for performance or nonperformance of such activities.

\* \* \* End of document \* \* \*

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