

## **TERMS AND CONDITIONS FOR THE YOGA BOOTCAMP**

**THESE TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE "T&Cs") ARE APPLICABLE TO ALL THE PARTICIPANTS OF THE "YOGA BOOTCAMP" A VIRTUAL BOOTCAMP WITH YOG GURUS, HEALTH & NUTRITION EXPERTS AND CELEBS (HEREINAFTER REFERRED TO AS THE "PROGRAM") PROMOTED / ORGANIZED BY HT MEDIA LIMITED RADIO BUSINESS (HEREINAFTER REFERRED TO AS "FEVER FM"). THE T&Cs CAN BE AMENDED OR VARIED FROM TIME TO TIME BY FEVER FM. THE PARTICIPANT MUST CAREFULLY READ AND AGREE TO THE T&Cs BEFORE PARTICIPATING IN THE AFOREMENTIONED PROGRAM.**

### **1. INTRODUCTION**

- 1.1. By participating in the Program, the Participant is indicating his/her agreement to be bound by these T&Cs. Participation in this Program is at your sole discretion and on a voluntary basis.*
- 1.2. Entry and participation in the Program shall be deemed an unconditional and irrevocable acceptance of these T&Cs. All entry instructions and any other specific details relating to the Program form part of these T&Cs.*
- 1.3. Fever FM reserves the sole right to terminate/cancel the Program at any time without giving prior notice.*
- 1.4. A failure by Fever FM to enforce any of these T&Cs in any instances will not give rise to any claim by any person.*
- 1.5. Fever FM reserves the right to amend these T&Cs at any time at its sole and absolute discretion. The Participant must read and give express consent to the T&Cs from time to time at <http://www.radioone.in/external-pages/yogabootcamp/> to be fully aware of the T&Cs.*

### **2. ELIGIBILITY**

- 2.1. All Participants must be above the age of 18. In case of any minor, the participation will be with the written consent of the parents or guardian.*

### **3. PROGRAM**

- 3.1. The Program will be organized virtually without any charge or fee from Participants. The virtual Program will take place on **20<sup>th</sup> June and 21<sup>st</sup> June 2021**, on our website <http://www.radioone.in/external-pages/yogabootcamp/> and Fever FM's Facebook and YouTube handles.*
- 3.2. Participation: In order to participate in the virtual Program, participants have to register themselves on [WWW.YOGABOOTCAMP2021.IN](http://WWW.YOGABOOTCAMP2021.IN) by providing their personal details Name, Contact Number, Email Id and City Name and/or any other details as may be required.*
- 3.3. The Participant shall keep his/her account and password details private and safe and shall not share these details with anybody. Participant shall be solely liable for if any damage, injury or loss incurred to him/her due to his/her breach of this clause and in no event, Fever FM and Program partner shall be held responsible for the same.*
- 3.4. Any cost (internet usage, purchase of phone/computer etc.) of participating in the Program will be borne exclusively by the Participants.*

- 3.5. A participant understands and agrees that there is no gratification or reward given by Fever FM for participation in the virtual Program to any person.
- 3.6. Fever FM hereby clarifies that the Program and any information, views, opinions, advice provided there is for informational purposes only and it is not intended to be a substitute for professional advice and should not be relied on as health, professional or personal advice.
- 3.7. All rights, title and interest, including but not limited to the intellectual property rights, in the Program, promotional material(s) and all Program related material shall vest solely and exclusively with Fever FM, its affiliates and/or its partners at all times.
- 3.8. Fever FM shall not be responsible if any Participant fails to register or post registration fails to participate in the Program as a result of server functions, virus, bugs or other causes beyond its control.
- 3.9. Fever FM shall not be liable for system/server failures. Neither can Fever FM be held responsible for the failure to fulfil the obligations of any of the third parties involved in the Program.
- 3.10. Fever FM shall not assume any responsibility for incorrect or inaccurate capture of any Participant's information. This will include but not limited to technical malfunctions, human or technical error, deletion, defect or failures of any computer line or network, computer equipment, software or any combination thereof.
- 3.11. **Fever FM** reserves the right without prior notice to access, preserve and/or transfer the personal information of the user if the same is required in connection with this Program to its partners/sponsors for marketing and promotional purpose only. By participating in the Program, the Participant allows the usage of their photos, name, other details, quotes and/or likeness, without compensation, to Fever FM or its sponsors for promotional and marketing purposes;
- 3.12. Fever FM reserves the right to extend or to cancel, or change the manner in which the Program is organized or discontinued or terminate the Program at any time or to accept or reject any or all entries at its absolute discretion without giving any prior notice without assigning any reason whatsoever.
- 3.13. Any attempt by a Participant to deliberately damage or undermine the legitimate operation of the Program and/or web-site is a violation of Criminal and Civil Laws and should such an attempt be made, Fever FM reserves the right to seek damages from any such Participant to the fullest extent permitted by law.
- 3.14. Fever FM in its absolute discretion reserves the right to add, alter, modify, change or vary all or any of these T&Cs, wholly or in part, at any time without giving any prior notice and the participant agrees to abide by such additions, alterations, modifications and changes.

#### **4. INDEMNIFICATION**

4.1 The Participant shall not hold Fever FM, its officers, employees, agents, subsidiaries, affiliates and other partners, liable whatsoever for any costs, expenses, losses, damages, liabilities, injury, whether special, direct, indirect or consequential suffered by the Participant howsoever arising in connection with the Program or any advice/information provided thereof.

4.2 Fever FM shall not be liable to any person or entity for any direct, indirect, inci-

*dental, special, punitive or consequential damages, including loss of profits, incurred by the Participant or any third party, whether in connection with this Program, or for breach of any warranty or in tort.*

*4.3 Fever FM shall not be responsible for any loss or damage (physical or psychological) suffered by the Participants while participating in the Program .*

*4.4 The Participant agrees to indemnify Fever FM, its officers, employees, agents, subsidiaries, affiliates and other partners against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisor's fees) suffered by arising as a result of a breach by Participants of obligations under the T&Cs.*

## **5. FORCE MAJEURE**

*5.1 Fever FM shall not be liable to the Participants for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial dispute, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, technological glitches or regulatory intervention.*

## **6. PERSONAL INFORMATION**

*6.1 Participants authorize Fever FM, its affiliates, subsidiaries and Program partners to use the Personal Data submitted at the time of registering to participate in the Program.*

*6.2 You agree that for the purpose of operating this Program, Fever FM, its affiliates, subsidiaries, and Program partners may collect personal information ("Personal Data") from You. Such Personal Data will be used by Fever FM, its affiliates, subsidiaries and/or Program partners for the purpose of operating this Program and for sending marketing and promotional offers. Providing personal information/Data is voluntary; however, failure to provide such data shall result in your inability to participate in the Program. Participants must give their consent to the collection and processing of such Personal Data. In addition to the above, please visit the Privacy Policy of Fever FM at [https://www.fever.fm/?page\\_id=6004](https://www.fever.fm/?page_id=6004) to understand why your Personal Data is collected and what we do with it. Please note that your acceptance of these T&Cs is deemed to signify your agreement to the Privacy Policy, including without limitation to the collection, use, transfer, storage, handling or otherwise processing your Personal Data in accordance with terms hereof.*

*6.3 Fever FM, its affiliates, subsidiaries and Program partners may use your personal information to send you promotional material with regards to the Program as well as any future program/campaign/activity to be run by Fever FM, its affiliates and/or Program partners.*

*6.4 Fever FM and/or Program partner will take the necessary measures to secure and keep safe, either directly or through third parties, any Personal Data that you may have shared.*

*6.5 It is important to remember that whatever you disclose can be collected and used by others or unlawfully intercepted by third-parties. While we strive to use commercially reasonable means to protect your information, we cannot warrant the security of any information you transmit to us.*

6.6 Your personal information/Data may be retained and may continue to be used until: (i) the relevant purposes for the use of your information described in these T&Cs are no longer applicable; and (ii) We and/or Program partner are no longer required by applicable law, regulations, contractual obligations or legitimate business purposes to retain your personal information.

## **7. JURISDICTION**

7.1 The Program shall be governed by and construed in accordance with the laws of India.

7.2 The Courts/Tribunals at Delhi shall have the exclusive jurisdiction over any disputes, differences and, or, any other matters in relation to and arising out of the Program and, or, pertaining to the rules and regulations and, or, to the subject matter of this T&Cs.

7.3 Any provision of the T&C that is prohibited or unenforceable in any jurisdiction shall be ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the T&C.

7.4 By enrolling into the Program and/or participating in the virtual Program hereby acknowledges and agrees to abide by the Terms of Use, Privacy Policy, Cookie Policy, and other policies as may be amended from time to time.

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