

## Terms & Conditions

### Dr. Moopen's Excellence Awards

#### 1. Definition

Award	<b>Dr. Moopen's Excellence Awards</b>
Award Management	Personnel from Aster and / or organizers who are responsible for the overall conduct of the Award
Process Advisor	Ernst & Young LLP (EY)
Nominator	A full-time employee having an Oracle Aster Connect ID who can nominate another employee from the same organization to participate in the awards. Nominator can only be peers, supervisors, or department heads. Nominator can nominate one individual/team for only one category.
Self-nomination/ Participant	A full-time employee having Oracle Aster Connect ID can participate in the awards by submitting the pre-defined application form. The Participant must apply online on the below mentioned website.
Jury	A group of experts within the organization identified by Award Management for evaluation of the entries based on pre-defined evaluation parameters will be responsible for determining the finalists and winners
Terms and conditions ("T&C" or "Terms")	These terms governing the Award, as may be amended from time to time by the Award Management
Privacy Notice	Document detailing information on the processing of personal data of the Participant s
Website and its T&C & Privacy Notice	<a href="http://www.drmoopensaward.com/">http://www.drmoopensaward.com/</a>
Contact ID	<b>contact@drmoopensaward.com</b>

- 1.1 By participating in the Awards, the Participant agrees to abide by and be bound by these Terms.
- 1.2 These Terms may be modified without any prior written notification. Participant is advised to regularly review these Terms uploaded on the website. If there is any disagreement with any of the Terms and any amendments thereto, Participant must not participate in the award.
- 1.3 The award/prizes given may be changed / modified / split / merged / increased / decreased or cancelled by the Award Management based on the number and quality of entries received.
- 1.4 In the event that no Participants / participant are found to be worthy of inclusion by the Award Management, the reward may be cancelled. The decision of Award Management in this regard will be final and binding. The Award Management will not entertain any queries in this regard.
- 1.5 The awards management holds the ultimate discretionary authority to override any decision, and such decisions will be final and binding for all parties involved

#### 2. Objective of the award

To honor and acknowledge the exceptional contributions of high-achieving Asterians who exemplify our fundamental principles through their positive influence on patient and customer well-being.

### **3. Eligibility criteria for self-nomination/participation in the awards:**

- 3.1 Participant must be a full-time employee at Aster DM Healthcare having an Oracle Aster Connect ID
- 3.2 Award is open to all the employees from India & GCC (Gulf Cooperation Council) regions of Aster DM Healthcare.
- 3.3 Both nominator and nominee should have spent minimum 2 years in the organisation as on March 31, 2025.
- 3.4 Candidates applying for the Team Excellence category should note that the team lead must have been with the organization for a minimum of two years as of March 31, 2025. However, team members may have less than two years of tenure with the organization.
- 3.5 The initiative submitted by the participant in any category must have been implemented between April 1, 2024, and March 31, 2025, except for the 'Clinical Excellence in Doctors' category. For this specific category, participants may submit publications or research papers published within the last five years, as of March 31, 2025. However, the assessment of the impact for all the categories will be considered for the last one-year period.
- 3.6 Participants must select the category relevant to the journey of their profession. Entries are invited across 6 categories of excellence:
  - i) Clinical Excellence: Award for Doctors
  - ii) Clinical Excellence: Award for Nurses and Paramedics
  - iii) Service Excellence: All functions can apply.
  - iv) Business Excellence: All functions can apply.
  - v) Volunteering Excellence: All functions can apply.
  - vi) Team Excellence: All teams and cross-functional teams can apply.
- 3.7 Participants must complete and submit an application form via the official awards portal to apply for the awards. Self-nominations/ participations are limited to a maximum of two categories
- 3.8 It is mandatory for the Participant to answer all questions related to the selected category. The Award Management reserves the sole right to disqualify any application received.
- 3.9 Winners of the previous editions of the awards can reapply/ participate for the same or different categories, subject to a minimum two-year gap since their last award
- 3.10 There are no restrictions on jury special recognition awardees; they are eligible to participate in the new editions of the awards
- 3.11 The Participant must provide relevant information and required documents to the Award Management relating to the Award, identity, and information mentioned in the application form for validation purpose. Deviation in the same will lead to disqualification of the Participant from the Award. The Award Management reserves the sole right to disqualify any Participant(s)
- 3.12 The supporting documents provided should not have any personal information of the patients. If it does have the details, the participants should mask the information

3.13 The Jury holds the right to disqualify any application which does not meet the eligibility criteria. Jury's decisions are final and binding and cannot be challenged in any manner whatsoever.

3.14 The Award Management may modify the eligibility criteria from time to time with retrospective effect, without prior written notification.

#### **4. Submission of application form**

4.1. Individuals must submit their self-nominations/ application form on the official awards portal at <http://www.drmoopensaward.com/>

4.2. Application form for the Award can be submitted via means: -

1. Online Application form (Fill the application form online and save progress)
2. Offline Application form (Download the application form and upload the filled copy)

4.3. The offline form will take a minimum of 5 working days to reflect in the dashboard; However, the online form will be visible immediately after submission

#### **Phases and Dates of the Award**

Submission Opening	8 <sup>th</sup> August 2025
Submission Deadline	5 <sup>th</sup> September 2025
Award Ceremony	12 <sup>th</sup> December 2025

#### **5. Winner selection process**

5.1 The applications that meet the eligibility criteria shall be presented to the Jury. The decision by the Jury as confirmed by Award Management shall be final and binding

5.2 At its discretion, the Award Management reserves the right to introduce public/ employee voting for the finalists.

5.3 The finalists as well as the winner may be featured or covered by the Award Management or brief thereof may be featured on the website at the sole discretion of the Award Management

5.4 The Candidate must share any additional information or documents, if required, with the Award Management. The Award Management holds the right to ask for any additional information or documents at any stage of the Award process. Failure to provide such information shall lead to disqualification of the Candidate. The decision of the Jury and Award Management shall be final and binding

5.5 Previous year's winners in any category are not eligible to apply for the same category in the current edition of the Awards.

5.6 No correspondence of whatsoever nature relating to shortlisting of finalists or selection of winner shall be entertained

5.7 Entries once submitted cannot be withdrawn, except as mentioned under Clause 9.7

5.8 The winning prize money for the Team Excellence category will be equally distributed among all team members, including the team leader, for each region

- 5.9 The Award Management may modify the eligibility criteria from time to time with retrospective effect, without prior written notification
- 5.10 All applications received will be evaluated based on pre-defined evaluation criteria determined by the Award Management in its sole and absolute discretion.
- 5.11 The decision taken by the Award Management, based upon the observation & recommendations of Jury with respect to the evaluation/disqualification/qualification is final and binding on all Participants. No claims/queries raised with respect to the same will be entertained in this regard.

## **6. Winner declaration**

- 6.1 The Award Management reserves the right to offer or withdraw any of the prizes/rewards/gratification/Award as provided herein, at any point of time, including after they have been announced.
- 6.2 The Award Management reserves the right to disqualify a participant from the Award, at any point of time, including after they have been announced as a finalist in any case, if there are discrepancies found in information provided in the application form against the supporting documents provided Award Management or identity has a severe criminal record, etc.
- 6.3 The final decision with respect to the eligibility of the participant shall be of the Award Management and Jury
- 6.4 Award Management shall have the rights and liberty, but not the obligation, to publish information with respect to the submission made by the participant.
- 6.5 Participant declares that the details furnished in the application form and supporting documents submitted for the Award are true, correct, and complete and, wherever required, provided after thorough due diligence and inquiry. In case any of the said information is found to be false or untrue or misleading or misrepresenting, the Participant will be held liable and accountable for any consequences resulting thereto including indemnifying the Award Management for any expenses, costs, losses, damages incurred.
- 6.6 The participant authorizes the Award Management to use the content submitted as part of my/our nomination/ participation, in whole or in part and use and display such content and entry, which shall include trade publications, press releases, electronic or social media posting to any website, electronic hyperlinks to the website of the participant, and/or any other display format selected by the Award Management during the Award ceremony or at a later point in time as it may deem fit.
- 6.7 The Award Management may, in its sole discretion, exclude a participant from participating in any part of the Award on various grounds, which may include without limitation (i) circumstances which render the participant unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the participant; (iii) any other reason that, at their sole discretion, would adversely impact the Award. At no point of time will the Award Management be obliged to notify unsuccessful participants of its decision
- 6.8 The Award Management is not responsible if a call to a number provided by the participant in the application form(s) is not successful due to:
- a. Line being busy.
  - b. Congestion

- c. No answer received
- d. Poor call conditions / unclear reception
- e. Number engaged.
- f. Call drop.
- g. E-mail not delivered.

6.9 Other reasons that could render a call unsuccessful or terminate it.

The Award Management further reserves the right to replace, at its discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Award, with another Participant who should be eligible to be a winner.

- 6.10 The Award Management will use the e-mail used to register for the Award by the participant, to identify the winner, if any. Inability on the part of the participant to accordingly show or provide the required identification proof could entitle Award Management to disqualify the Participant from any winning, if any.
- 6.11 Award Management shall make all reasonable endeavors to (i) enable participant(s) to proceed with participation in the Award (ii) to contact all finalists and winner(s) at each relevant juncture of the Award, Award Management can make no guarantee thereof and the Award Management shall in its sole discretion be entitled to proceed with the next entitled participant(s) who are eligible to be winners under the Terms, in case it is unable to successfully contact and communicate with participant(s)/ winner(s) in Terms hereof.
- 6.12 Award Management will have no liability to any participant who is unable to take part in the Award, for whatever reason and the Award Management shall be entitled to disqualify the participant(s) from the Award, at any time, at the discretion of Award Management.
- 6.13 Award Management further reserves the right to replace, at its discretion, any participant or finalist or winner who for any reason fails or is disqualified from or is unable to participate in the Award, with another participant, notwithstanding that such participant may have been previously eliminated from the Award and each participant shall agree to collect the prize as and when required by Award Management to do so.
- 6.14 If at any point, it is determined by Award Management that any person has tampered with the Website, or any data / servers / database / etc. related to the Award, the Award Management reserves the right at its sole discretion to revoke the prize money of any such Participant (s) and / or initiate litigation as deemed fit and necessary by the Award Management.
- 6.15 Award Management will reach out to Participant s through email to obtain details and documentation, if any, to initiate the registration process for the prize, if applicable.
- 6.16 Finalist(s) and winner(s) will receive a communication regarding their shortlisting via email on the registered email id, from the Award Management, or on the Website. The details will be intimated by the Award Management to each such finalists and winner on the email id provided by them at the time of registration on Website, on a best effort basis.
- 6.17 The winners agree that the receipt of the trophy may be delayed as a result of a delay in submission of documents and/ or any force majeure events and/or any circumstances which are not within the control of the Award Management, including but not limited to the orders/notifications/restrictions/prohibitions by the U.A.E Government and the respective States/Union Territories, aimed at containment of the spread of COVID-19 or sanctions issued by national or international bodies preventing the transfer of trophy.

- 6.18 The finalists or winner(s) hereby agree that he/ she shall not hold Award Management responsible for any delays and/ or disputes and/or claims arising out of the trophy and shall indemnify the Award Management against any and all such claims. The finalist(s) and winner(s) hereby agree not to publish such information on any public platform(s) including but not limited to any newspapers, magazines, websites, online platform(s), social media platform(s).
- 6.19 Award Management may refuse to give the trophy to the winners in the event of any fraud, dishonesty, or non-entitlement on the part of any of such winners to participate in the Award, under the Terms.

## **7. Prohibited Activities**

- 7.1.1 Participants' shall not cause any viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property or website to be uploaded or inserted at the time of submission of application or during the participation in the Award.
- 7.1.2 Using the website in any manner intended to damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of the site.
- 7.1.3 Attempting to gain unauthorized access to the site, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means.
- 7.1.4 Obtaining or attempting to obtain any materials or information stored on the Site, its servers, or associated computers through any means not intentionally made available through the site.
- 7.1.5 Attempt to gain access to Personal Information, Sensitive Personal information, causing any security incident, causing any data breach or similar situation by the act or omissions of participant.
- 7.1.6 Contacting the Award Management or Jury members with an intention to influence or bribe or involve in corruption or cause any bias in their decision-making process.
- 7.2 The above-mentioned schedule could be added to, modified or cancelled based on technical requirements and in case the Award is for any reason rescheduled, extended, cancelled or terminated early, it shall be at the absolute sole discretion of Award Management
- 7.3 All applications received will be evaluated based on pre-defined evaluation criteria determined by the Award Management in its sole and absolute discretion.
- 7.4 The decision taken by the Award Management, based upon the observation & recommendations of Jury with respect to the evaluation/disqualification/qualification is final and binding on all Participant s. No claims/queries raised with respect to the same will be entertained in this regard.

## **8. Limitations & Disclaimers**

- 8.1 The Award Management will not be responsible for late / incomplete / corrupted/ defective entries and/or which cannot be read or viewed for any reason, and such entries shall stand automatically disqualified. Award Management shall not be

- responsible if for any technical, physical or other reasons, the entry is not received or cannot be read/ viewed/ judged.
- 8.2 The Award Management reserve their right to suspend, cancel or modify, add to, or truncate these Terms & Conditions or Award and/or rules relating thereto at any time without notice. Participants shall periodically check this page for updating these Terms & Conditions.
- 8.3 Award Management gives no warranties in respect of any aspect of the event, or any materials related thereto or offered at the event and, to the fullest extent possible under the laws governing this agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Award is provided on an “as-is” basis. Award Management does not accept any responsibility or liability for reliance by you or any person on any aspect of the event or any information provided at the event.

## **9. General**

- 9.1 Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Award and agree to the Terms & Conditions
- 9.2 Participant understands and agrees that merely participating in this Award does not entitle the Participant to a prize or to any other form of consideration.
- 9.3 Participant shall be completely responsible for handling any infringement or alleged infringement of third-party rights or intellectual properties in the information submitted by the Participant(s) through the application form and shall indemnify Award Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or third-party rights or the defines of a claim or any costs payable thereof.
- 9.4 Participant s for the purpose of entering the Award, automatically grants the Award Management a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Award, and any intellectual property in relation to and arising out of such participation in the Award and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, the website in any display format selected during the Award as it deems fit.
- 9.5 The Participant shall not disclose personal information or sensitive personal information of any patients in their application forms or through any information provided to the Award Management. In the case studies submitted by the Participant, the Participant shall be solely responsible to anonymize all client data, or any information provided by the Participant.
- 9.6 The Award Management reserve the right to, at its discretion, withdraw or amend or add to the Terms & Conditions of the Award 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 Award, the Award being withdrawn, or its rules amended
- 9.7 Should a Participant wish to withdraw from the Award due to Force Majeure and/or any circumstances not within the control of the Participant including but not limited to the orders/notifications/restrictions/prohibitions by the U.A.E government and the respective States/Union Territories, aimed at containment of the spread of COVID-19 or



sanctions issued by national or international bodies, kindly inform the Award Management in writing on **contact@drmoopensaward.com** at any time up to one week prior to the final Award ceremony (subject to discretion of the Award Management)

- 9.8 All disputes relating to or arising out of the Award shall be subject to the laws of Dubai, U.A.E. and shall be subject to the exclusive jurisdiction of the Dubai, U.A.E
- 9.9 In the event these terms and conditions do not cover any question or complaint in relation to the Award, they will be concluded on by the Award Management (for all other issues) or an independent body or legal team as appointed by the Award Management and deemed necessary.

## **10. Website**

10.1 The website is only an informational website <http://www.drmoopensaward.com/> (the “Website”) for the Award. The Award Management 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. The Award Management shall not be under any obligation to Participant and Participant shall have no obligation or rights in relation to the Award and shall have no claims whatsoever against the Award Management relating to the selection process or the running of the Award.

10.2 The Award Management shall not be responsible for:

- i. any delivery, failures relating to the registration or uploading videos/presentations.
- ii. any SPAM generated messages as result of Participant accessing the Website.
- iii. Award Management not receiving or rejecting any data.
- iv. any lost, late, or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
- v. Other conditions/situations or failures beyond its control.

## **11. Disclaimers**

11.1 The Award Management has no obligation to screen the entry material in advance and is not responsible for monitoring entries for the purpose of preventing violation of intellectual property ownership rights, or violations of any law, rule, or regulation. If the Award 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 an entry from consideration. The Award Management has no liability or responsibility to Participant s or other users of the Website for performance or non-performance of such activities.

11.2 Award Management’s failure to exercise any right shall not be deemed a waiver of any further rights. Award Management shall not be liable for any failure to perform its obligations where such failure results from any cause beyond Award Management’s reasonable control. If any provision of this agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary for this agreement to otherwise remain in full force and effect and enforceable. This agreement is not assignable, transferable, or sub-licensable by you except with Award Management prior written consent. This agreement shall be governed by the internal laws of the U.A.E government including processing of personal data of the Participant s



which shall be in accordance with the prevalent data protection laws in U.A.E and the parties shall submit to the exclusive jurisdiction of the courts located in Dubai, U.A.E.

- 11.3 A party that substantially prevails in an action brought under this agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.
- 11.4 No agency, partnership, joint venture, or employment is created as a result of this agreement, and you acknowledge that you do not have any authority of any kind to bind Award Management in any respect whatsoever.

## **12. Systems and availability**

- 12.1 Award Management, its affiliates, process advisors, contractors, partners and promotion are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Participant s / Participant 's ability to participate, including any injury or damage to Participant s or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. The Award Management is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected answers, which will be disqualified. The Award Management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all answers and personal details (provided, however, that Participant s acknowledge and agree that such methodologies are not infallible, and that the organizers make no guarantee as to their effectiveness).
- 12.2 Any loss or outrage or dissatisfaction suffered by the course of the Award by a Participant would not be the responsibility of Award Management and/or its associates/ affiliates and the Award Management or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- 12.3 All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, Award Management may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Award Management shall not be held responsible for any loss of data, or the action taken on account of the same. The Award Management will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- 12.4 Prior to start of the Award, the Participant must check that the Website(s) are operational and functioning correctly. The Participant is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the site.
- 12.5 The server used to communicate with the Participant has adequate redundancies built into it. However, in the rare cases, the server is down during the call for entry period, the Award Management will, at its discretion but not as an obligation, determine such measures as it may deem fit.

- 12.6 The Participant acknowledges that all possible issues may not have been identified by Award Management and its partners and agrees to hold harmless the Award Management and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the Participant or the Participant's property, or device shall not be the responsibility of Award Management or its partners.
- 12.7 No person (i.e., either the Participant, or any person on behalf of the Participant) shall initiate litigation against Award Management or its partners in any manner without first providing Award Management a complaint at [contact@drmoopensaward.com](mailto:contact@drmoopensaward.com) and providing the Award Management an opportunity to address the complaint. Please refer to clause 11 for more details
- 12.8 The Award Management shall not be liable for any failure of the application server or system in the course of Award.
- 12.9 The Award Management shall take up to 5 working days to respond to queries sent on email.

### **13. Confidentiality and Publicity**

**13.1** The Participant, by providing personal information, hereby understands that Award Management shall have the right to share the information so collected with such other third party as required for the purpose of the Award and hereby agrees that they shall not file any claim against the Award Management for sharing of such personal information. Any information shared by the Participant to Award Management shall be handled by the Award Management in terms of the privacy policy of Aster DM Healthcare

- 13.2 By entering the Award, Participant agrees to participate in any media or promotional activity resulting from the Award as reasonably requested by the Award Management at their expense and agree and consent to use of their name and/or likeness by the Award Management.
- 13.3 None of the Participants shall, without the prior written approval of the Award Management, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Award. The Participant shall not disclose any information whatsoever relating to the Award Management to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation.
- 13.4 The Participant shall at all times keep confidential all particulars and details regarding the Award.
- 13.5 Any photographs, videos etc. submitted by the Participant s / winners to the Award Management or recorded, shall on submission / creation become the property of the Award Management and shall be available to the Award Management for exploitation across all mediums throughout the world in perpetuity. The Participant(s) shall ensure that the photos or videos submitted by them in any public domain, or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. The Participant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.

- 13.6 Acceptance of these terms & conditions by the Participant constitutes permission for the Award Management, including its affiliates, to click photographs, record videos of the Participant (s) and use the Participant (s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

#### **14. Privacy**

- 14.1 Participant agrees that personal data of the Participant submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Award Management and its affiliates and contractors or sub-contractors of the Award Management and its affiliates including Jury Members for the purposes of conducting and administering the Award only. By entering the Award, Participant agrees to the transmission, processing, disclosing and storage of this personal data by Award Management and its affiliates and contractors and sub-contractors of the Award Management including Jury Members.
- 14.2 Participant hereby agrees and accepts that their Personally Identifiable Information including Sensitive Personal information (as defined by applicable regulation) will be collected, processed, stored and otherwise used by Award Management and its affiliates, its contractors or sub-contractors including but not limited to its affiliates, Jury Members for the purposes of conducting and administering the Award.
- 14.3 The Personal Information will be stored for no longer than necessary, considering the purposes of the processing activities subject to the exceptions provided under the law.

#### **15. Warranty and indemnity**

- 15.1 Participant warrants that the case studies submitted are their own original work and, as such, they are the sole and exclusive owner and rights holder of the details provided in the case study and that they have the right to apply for the Award and grant all required licenses. Each Participant agrees not to submit any information in the case study that: (a) infringes any third-party proprietary rights, third party privacy, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law
- 15.2 To the maximum extent permitted by law, Participant indemnifies and agrees to keep indemnified the Award Management at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Participant agrees to defend, indemnify and hold harmless Award Management from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (i) any project submission or other material uploaded or otherwise provided by Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Participant in connection with the Award; (iii) any non-compliance by Participant with these Terms; (iv) claims brought by persons or entities

other than the parties to these Terms arising from or related to Participant's involvement with the Award; (v) acceptance, possession, misuse or use of any prize or participation in any Award-related activity or participation in the Award; (vi) any malfunction or other problem with the Award Website in relation to the entry and participation in the Award by Participant ; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Award by Participant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize money or finalist or winner in relation to the entry and participation in the Award by Participant .

## **16. Nomination by Third Parties**

- 16.1 While participating for the Award, the Participant must agree and accept to have fully read and understood the Terms and Conditions. Participant must agree and accept that during the nomination process, their personal information such as email ID, name, phone number etc. will be collected, processed, stored, and otherwise used by Award Management and its affiliates, its contractors or sub-contractors including but not limited to its affiliates, Jury Members for the purposes of conducting and administering the Award. The Participant has full authority and requisite consent from the nominee to do so. In case of any disputes, claims, actions etc. Aster DM Healthcare and its affiliates including the third parties shall not be responsible and shall be fully indemnified by the Participant, against any such claims, actions, disputes etc.