

Terms and Conditions

1. PROGRAM Conditions

These are the official conditions (the “**Rules**”) that govern Honeywell Startup Accelerator by Honeywell(the “**Program**”). In these conditions, “**Honeywell**” refers to Honeywell Technology Solutions Lab Pvt. Ltd. (Honeywell) having its registered office at Sy No.96 & 97, Boganahalli Village, Sy No. 72/2&72/5 Doddakananahalli Village Varthur, Hobli Bengaluru East, Bangalore – 560103, Karnataka, India on behalf of itself and its affiliates as, the sponsor of the Program and “**You**” refers to any person submitting an Entry to the Program.

In order to enter the Program and in consideration for being permitted to enter the Program and have an opportunity to get shortlisted and further nurturing of your ideas, you must agree to the Terms & Conditions. Therefore, please read these conditions carefully to ensure that you understand and agree before entering the Program.

2. THE PROGRAM

The Program will be based on problem statements from Honeywell that will offer participants an opportunity to look and solve the specific needs for the industry along with Honeywell. The participants will submit ideas, and concepts, to build models and prototypes in relation to the problem statements.

3. Participant Submissions

- i. All submissions in relation to the Program (each an “**Entry**”) must comply with the following:
 - a. Artifacts (presentations/documents/videos etc) setting out the details of the Entry and the problem that it is aiming to address
 - b. Prototype or demo is optional but please feel free to include to complement your artifacts.
 - c. It should be an original work of you and/or your team.
 - d. in the English language
- ii. Multiple Entries are permitted.

A jury of Honeywell employees will shortlist the top Entries and the Entries may be displayed at the website. Honeywell reserves the right to declare the Program void if Entries do not fulfill eligibility requirements. Honeywell’s decisions shall be final and binding.

4. CONFIDENTIALITY

- i. As used herein, “Confidential Information” means all information disclosed for bidding purposes for the project with Honeywell, whether written, oral, graphic, electronic or in any other form. “**Discloser**” means the party disclosing the Confidential Information. “**Recipient**” means the party receiving the Confidential Information.

- ii. You undertake from the date of disclosure of the Confidential Information to treat i) all Confidential Information as strictly confidential, ii) to not disclose Confidential Information to any third party and iii) to use Confidential Information only for the Purpose. You shall promptly notify Honeywell if you become aware that any Confidential Information has been made available to any third party.
- iii. Each Party understands and agrees that (i) Confidential Information is and shall remain at all times the sole property of Disclosing Party; (ii) Receiving Party shall not obtain any proprietary interest or intellectual property rights, by license or otherwise, in any Confidential Information of the Disclosing Party. Nothing in this Agreement shall impose any obligation upon either Party to negotiate or consummate any transaction with the other Party, to continue discussions with the other Party, or to prevent either Party from pursuing similar discussions, negotiations and business relationships with third parties.
- iv. Each Party acknowledges that the other Party's Confidential Information is provided "as is" and without any representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information.
- v. In the event you are shortlisted to the next stage of the program you agree to sign a confidentiality agreement relating to your participation with Honeywell.

5. TERMS AND CONDITIONS OF PARTICIPATION

- i. Honeywell reserves the right to publicly publish or distribute the Entries, and photos and names of the shortlisted entries through any electronic and physical form.
 - ii. You confirm that your Entry is your own original work and/or that of your team and, so far as you are aware, it does not infringe upon or violate the rights of any other third party (including any intellectual property right such as copyrights, trade secrets, design rights and inventions, whether or not patentable).
 - iii. Participation in this Program does not create an obligation on either your part or Honeywell's part to negotiate or enter into any business relationship or to sign any commercial agreement, Information provided under this Agreement is provided "AS IS." This Agreement does not create a joint venture, partnership, agency or commercial relationship between the parties nor does it bind either party to enter into any further relationship. Also Honeywell reserves the right of terminate this Agreement at any time without quoting any reason.
 - iv. You agree that nothing in the terms and conditions grants you a right or license to use the Honeywell name or any Honeywell trademark or service mark in any manner.
 - v. You agree to release and hold harmless Honeywell and its respective subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Program as applicable.
 - vi. Honeywell reserves the right to cancel the Program at any time.
 - vii. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.
 - viii. This agreement shall be governed by the laws of India.
6. **Personal Data** - You agrees to and shall comply with Honeywell's Data Privacy Obligations for third parties published at <https://www.honeywell.com/us/en/company/integrity-and-compliance> and here

(<https://www.honeywell.com/content/dam/honeywell/files/codeof-conduct/Data-Privacy-Obligations-for-suppliers.pdf>), the terms of which are incorporated into this Agreement by reference.

7. INDEMNIFICATION: Participant warrants that submitting the Entry does not breach any contract or obligation between Participant and a third party and that, to the best of Participant's knowledge, the possession or use of the Entry or any idea, invention, information or materials comprised in the Entry by Honeywell will not misappropriate or infringe any intellectual property rights of others.
8. LIMITATION OF LIABILITY: Except as specifically set forth in this Agreement, in no event will either party be liable to the other party for indirect, incidental, exemplary, punitive, special or consequential damages, including without limitation damages for lost profits, regardless of the form of action, whether in contract, tort or otherwise and even if such party has been advised of the possibility of such damages.
9. You will comply with all applicable laws, orders, rules, regulations and ordinances and Honeywell's Supplier Code of Business Conduct ("Code") in performing this Agreement. A copy of the Code may be obtained at <http://hwll.co/CodeOfConduct>. You warrants and represents You will comply with the U.S. Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act, EU and similar anti-bribery legislation or requirements. A breach of this provision will be deemed a material breach of this Agreement.
10. DISCLAIMER: HONEYWELL WILL NOT BE RESPONSIBLE FOR DATA SECURITY ON LINK INNOVATIONS OR ANY THIRDPARTY WEBSITE.

I agree and accept all terms and conditions of the Program Rules