

AS I AM TERMS AND CONDITIONS

By participating in the 'As I Am' challenge ("**Contest**"), all participants agree to be bound by the following Terms and Conditions ("**Terms**"), which may be amended by the organiser, The Association of People with Disability ("**APD**") at any time without prior notice. Continued participation constitutes acceptance of such changes.

1. THE CONTEST

- 1.1 The Contest is a storytelling challenge aimed at reshaping disability representation through photography, short video and written narratives. The Contest seeks high-quality, aspirational imagery and stories that portray people with disabilities as active protagonists in their own lives.
- 1.2 APD reserves the right, at any time and without liability, to modify, suspend, extend or discontinue the Contest or the Terms in whole or in part.
- 1.3 APD shall have full discretion over administration, selection, curation and interpretation of submissions.

2. PARTICIPATION

- 2.1 Participation is open to eligible individuals as per the Contest guidelines.
- 2.2 Participants must be 18 (eighteen) years or older at the time of submission to participate in the Contest.
- 2.3 Participation is voluntary and the participants shall bear all costs associated with participation.
- 2.4 APD may at any time disqualify any participant at its sole discretion including for misrepresentation, breach of these Terms, unethical conduct or suspected fraud.

3. ENTRIES AND CONTENT REQUIREMENTS

- 3.1 All entries must be original works created by the participant.
- 3.2 All entries being submitted must comply with the Contest guidelines to be eligible for participation.
- 3.3 Entries must not contain unlawful, defamatory, obscene, infringing, abusive or privacy-violating content.
- 3.4 Entries must not promote hate, discrimination, violence or illegal activities.
- 3.5 APD reserves the right to remove or reject any submission at any time without notice.
- 3.6 APD is not responsible for technical failures, data loss or transmission errors, or any other occurrences affecting submissions or resulting in submissions being lost, delayed, misdirected, damaged or undelivered.
- 3.7 Participants confirm that they own all intellectual property rights in the submitted material.
- 3.8 Participants confirm that all necessary permissions, licences and consents have been obtained for all content included in submissions.

4. SUBJECT CONSENT

- 4.1 Where submissions include identifiable individuals, participants confirm that they have obtained informed prior written consent from such individuals for recording, submission and use as per the format prescribed by APD.
- 4.2 Participants confirm that subjects understand the nature of the Contest and have voluntarily agreed to be included.
- 4.3 APD shall not be liable for any dispute arising from failure of the participant to obtain proper consent.

- 4.4 Participants shall fully indemnify APD against any claims arising from a breach of such obligations.

5. INTELLECTUAL PROPERTY AND USAGE RIGHTS

- 5.1 Participants retain copyright in their submitted works.
- 5.2 By submitting an entry, participants grant APD a non-exclusive, worldwide, royalty-free, perpetual right to edit, adapt, copy, use, reproduce, publish, distribute, translate, and display such material, in whole or in part, in any format or medium, for any purpose.
- 5.3 This includes the right to crop, reformat, caption and contextualise content for editorial, curatorial and accessibility purposes.
- 5.4 The licence includes use across public exhibitions, publications, digital media, advocacy campaigns, educational materials and partnerships with media or cultural institutions.
- 5.5 Participants waive any right to approve edits, adaptations or final usage of submitted material.
- 5.6 Participants irrevocably waive all moral rights and similar rights to object to treatment, adaptation or contextual use of their submissions.
- 5.7 The rights granted shall survive termination of the Contest and remain in force in perpetuity.

6. WARRANTIES AND REPRESENTATIONS

Participants hereby represent and warrant that:

- (a) They are the sole creators and rights holders of the submitted material;
- (b) The submission does not infringe any intellectual property, privacy, publicity, or other rights of any third party;
- (c) All necessary consents have been obtained for persons appearing in the submission;
- (d) The submission does not violate any applicable law;
- (e) The submission is not artificial intelligence-generated, manipulated beyond permitted basic edits or falsely represented; and
- (f) The submission is truthful and not misleading.

7. INDEMNITY

- 7.1 Participants shall indemnify, defend and hold harmless APD, its affiliates, and their respective officers, employees, representatives, partners and stakeholders from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including legal fees) arising out of or in connection with:
- (a) breach of these Terms;
 - (b) infringement of intellectual property or privacy rights;
 - (c) failure to obtain necessary consents;
 - (d) violation of applicable law;
 - (e) misrepresentation or false statements in submissions;
 - (f) fraud, gross negligence or wilful misconduct by the participant.
- 7.2 This indemnity shall survive termination of participation in the Contest.

8. PERSONAL INFORMATION AND PUBLICITY

- 8.1 Participants agree that their name, likeness, submission and related materials may be used for promotional, advocacy, educational and publicity purposes without additional consent or compensation.
- 8.2 Personal data collected shall be used solely for administration of the Contest and related communication.
- 8.3 APD may share necessary data with third parties including its partners for the Contest, strictly for Contest-related purposes.

9. PRIZES AND SELECTION

- 9.1 Prizes, if any, shall be as specified in the Contest brief.
- 9.2 Any applicable taxes shall be the sole responsibility of the prize recipient. APD reserves the right to deduct applicable taxes in accordance with Indian law.
- 9.3 Prize winners shall provide all documents and information required by APD for the awarding and disbursement of the prize. Failure to provide the requisite documents within the stipulated timeframe may result in the prize winner being deemed ineligible to receive the prize.
- 9.4 All prizes are non-transferable and non-exchangeable.
- 9.5 APD reserves the right to modify or withdraw prizes at its discretion.
- 9.6 Selection decisions shall be final and binding.

10. LIABILITY LIMITATION

- 10.1 To the fullest extent permitted under applicable law, APD shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or in connection with participation in the Contest, submission of entries, or use of submitted material.
- 10.2 APD shall not be liable for any loss, damage, personal injury or harm to property suffered by any participant, subject or third party in connection with the Contest or prizes awarded, if any.
- 10.3 APD shall not be responsible or liable for any delays, changes, disruptions, suspension, or cancellation of the Contest, nor for the unavailability, substitution, modification, or non-award of any prizes.
- 10.4 APD makes no representations or warranties regarding the quality, suitability or availability of any prizes, nor does it guarantee any specific outcomes including exposure, recognition, distribution or opportunities resulting from participation.

11. RELATIONSHIP DISCLAIMER

Participation does not create any agency, employment, partnership, or fiduciary relationship between the participant and APD.

12. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of India. Any disputes shall be subject to the exclusive jurisdiction of courts in Bengaluru, India.