

PRAJJWALA CHALLENGE GUIDELINES

Ministry of Rural Development Government of India

1 - DEFINITIONS

Intellectual Property Rights: means all patents, utility certificates, designs, models, copyrights, trademarks, database producers' rights and all other intellectual or industrial property rights of any kind, as well as patent applications or other titles.

Existing Rights: means all Intellectual Property Rights as well as know-how held by one of the Participants prior to the start date of the Challenge.

Proprietary Rights: means any Intellectual Property Rights or know-how developed or acquired by a Participant after the date of commencement of the Challenge, without the effective assistance of another Party, whether or not in the context of the Challenge.

Selection Jury: refers to the jury composed of MoRD staff, qualified personalities representative and emblematic of the startup, social impact and rural development ecosystems in India and from a variety of competent structures (institutions - companies - professional groups - training and research - support mechanisms - civil society)

Deliverables: refers to the Participants' creations that must be submitted to MoRD by the deadlines specified in the Rules.

Organizer: refers to **Ministry of Rural Development (MoRD), Government of India (GoI)**

Participant(s): means the participating individuals, institutions / Start Ups / CBOs etc. (as listed in the application form) of the Challenge

Provider: refers to National Rural Livelihoods Mission (NRLM), MoRD, GOI who is in charge of the organization of the challenge, the communication around the challenge and the selection of participants.

Challenge: means the "**Prajjwala Challenge**".

Rules: the present document.

Results: means any work (including software in its source and object code version), any creation, any invention, any specification, any information, knowledge or process, or any product as well as any process resulting therefrom, whether or not it is likely to be protected by an Intellectual Property Right or whether or not it qualifies as know-how, developed by one or more Participants in the context of the Challenge.

2 - PURPOSE OF THE RULES

The purpose of the Rules is to define the conditions and rules for participation in the Challenge. The Participant acknowledges that he/she is aware of and accepts that the proposed Challenge calls upon his/her sagacity, skills and ingenuity for tests of serious difficulty. The Challenge does not depend in any way, even partially, on chance and luck and therefore cannot be analyzed or likened to a lottery.

3 - DESCRIPTION OF THE CHALLENGE

The Ministry of Rural Development (MoRD) announces the launch of “Prajjwala Challenge” for bringing about “Transformation of the Rural Economy” by generating “Place Based” Employment, Jobs and Livelihoods in rural areas with special focus on women and the marginalised communities (tribals, dalits, forest dwellers etc). The Prajjwala Challenge seeks to expand interest and partnership beyond the "rural-development ecosystem" of NGOs and Govt and mobilise and harvest the power of experts, practitioners, youth, Start- ups, CBOs and SHG – Institutions like CLFs and FPOs to bring new ideas to transform the rural economy. This is a first of its kind nationwide initiative to provide thoughtful minds a platform to present new, innovative and scalable pathways for rural economic transformation in India.

Context

With more than 65% of India living in the rural areas and rural India accounting for more than half of the household spend, rural is core to economic vitality of the country and realisation of \$5 trillion economy through Atma Nirbar Bharat and Vocal for Local pathways. Better rural infrastructure – road, power; young population, trained workforce, increase in banking touch points, expanding internet connectivity, and availability of branded consumer goods are broadening the aspirations of the rural India while steadily blurring the lines of urban and rural divide. This is evidenced in the emergence of rural-urban continuum instead of the rural-urban divide. The economic measures announced by the Government of India are creating significant pathways to boost the local economies, by improving both ‘ease of living’ and ‘ease of doing business’ in rural areas. However, with one in every four Indians identified as multidimensionally poor (MPI report 2021, NITI Aayog), much is desired to be achieved. Efforts at policy level and investments have been made for providing an enabling environment for economic growth, and at the grass-root level, the simultaneous mobilization of social capital driven by NRLM has allowed mounting of initiatives on these institutions of poor. Over 8.2 million rural women in about 7 million+ SHGs have been mobilized. Further, every year, a large population, especially youth move into urban areas in search of economic opportunities, increasing pressure on city systems, especially metros and large cities, and often kicking off a yet another cycle of deprivation and poor quality of life. The need of the hour is to innovate and amplify efforts for Transformation of the Rural Economy for bringing about economic development in rural India.

“Transformation of Rural Economy” must ensure **‘Inclusive growth’** and drive **“broad-based economic growth”** for balanced development across all regions and states and across sectors. Towards this goal, polycentric growth complemented with diversification in farm and non-farm sectors, stronger rural-urban linkages supporting value chain development, and participation of local actors holds potential for enhancing income generating opportunities and improving overall quality of life.

India’s vision of becoming a \$5 trillion economy cannot be achieved with leaving Rural India behind, and hence, this brings forth immediacy to the efforts of revitalizing the rural economy and creating sustained impact on lives and livelihoods of rural women and the marginalized populations.

Ministry of Rural Development (MoRD) has taken several initiatives for enhancing livelihood opportunities. National Rural Livelihood Mission (NRLM), a flagship program of MoRD, has been critical in strengthening of rural livelihoods. The focus now is on enhancing livelihood opportunities at scale by harnessing the power of innovation, technology, and the potential of entrepreneurship among rural women through the social capital developed so far.

Transformation of Rural Economy

The concept of “Transformation of Rural Economy” is based on the fundamental premise that the economic growth for a rural ecosystem can be maximized when exhibiting a ‘localized model’ that may include identifying, enabling and aggregating economic activities, allows amplification of growth drivers and acts as a catalyst for such economic

activities through multiple modes of engagement - utilizing innovative approach of partnering with local actors /entrepreneurs, social enterprises and community-based organizations, complemented by effective administrative support.

Broad Contours for the Ideas

The “**Prajwala Challenge**” invites innovative ideas on “Transformation of the Rural Economy”. The participants will be encouraged to make their submissions within the broad contours of the following strategic framework. Participants are encouraged to think clearly on these aspects, and articulate the elements of their model within the framework.



Figure 1: Broad Contours for the Ideas

a. Focus on Rural Women and Marginalized Sections

Rural women are key agents for development. They play an important role in the rural economy as farmers, wage earners and entrepreneurs¹. They play a catalytic role towards achievement of transformational economic, environmental and social changes required for social development². The idea must ensure participation of these segments and how the proposed model will impact the lives and livelihoods of rural women and marginalized sections by bringing about transformation in the rural ecosystem and economy

b. Anchoring on “Localised Models”

The “localized models” may link not only the rural production systems but may also embed the rural producers, entrepreneurs and enterprises in the value chain. This calls for an inside-out approach instead of an outside-in approach. The inside-out approach entails mobilizing the entrepreneurial energy from within the rural areas towards increasing enterprises and "place-based" employment, jobs and livelihoods focusing on women and marginalized sections.

c. Sustainability

Sustainability of interventions rests on the ability of the models to effectively operate and maintain the assets created during the process of implementation. These interventions need to generate enough resources to develop a circular flow of income impacting community-level gains. A symbiotic partnership between the Government-Community- Private Enterprises will be key to sustainability.

d. Multi-sectoral

The ideas may include a wide-range of locally relevant businesses – spreading across secondary and tertiary / service sectors

e. Cost-Effective

A cost-effective model is critical for sustainability. A model that needs minimal investments will be considered for replication and scale-up

¹ https://www.ilo.org/wcmsp5/groups/public/---ed_dialogue/---sector/documents/publication/wcms_601071.pdf

² <https://www.unwomen.org/en/news/in-focus/rural-women-day/2013>

f. A well-rounded Idea will answer the following

- Why is the proposed model required?
- What type of transformation the model envisages to bring about in the rural economy?
- What are the key features of the Model?
- How the model envisages to bring about this transformation? How will participation of women and marginalized segments be ensured?
- What will be the impact of the model?
- How should the model be implemented? (Public, Private, Community – hybrid)
- Critically analyse the sustainability of the model, stating your assumptions, and key success factors
- What is the scale-up strategy?

Participants

- Sole Proprietorship
- Self Help Group
- Producers Group
- Partnership firm
- Private Limited Company
- One person company
- Limited Liability Company
- Cooperative
- Non-profit Society under SRA 1860 or corresponding state act
- Trust
- Section 8 or Section 25 Company
- Social Enterprise
- Academic Institution
- CSR Foundation
- Individual
- Any other (to be specified)

Entries

5 Top Entries will be shortlisted by the Jury

Shortlisting

Shortlisting of the ideas will be done by an esteemed panel of experts with high credibility. An internal jury with Vertical Heads of NRLM and other officials (as per suggestions) will be established for shortlisting of top 10 entries to be presented to the jury for selection of 5 award winners.

Incentives

- Felicitation and Commendation at the Award Ceremony of the Challenge
- Co- Implementation Opportunity with the Ministry of Rural Development
- Financial Award of INR 10 Lakh (INR 2 Lakh for each of the 5 winners)

4 - CONDITIONS OF PARTICIPATION IN THE CHALLENGE

All Indian - startups, Management Institutions, Community Based Organisations etc (refer to participants section above) as long as they meet the following criteria:

- a. The Challenge is open to any Citizen of India, Institute, Startup or Community Based Organisation established in India.
- b. Use technology and innovation as a lever for development: technological and digital innovation can either be at the heart of the value proposition of the entrepreneurial project or be a significant component of the value chain. Technology must be used as a lever to increase the impact of the project.

- c. Demonstrate a sustainable economic model
- d. Submit a complete application, in accordance with the provisions of these Rules: participation in the Challenge implies the submission, by the Participants, of Deliverables that must imperatively respond to the aforementioned issue and comply with the rules of the Challenge, as prescribed under these Rules.
- e. Avoid any conflict of interest: members of the staff of MoRD / NRLM and of other entities having participated in the realization of the Challenge and/or its promotion, as well as members of their families, may not participate in the Challenge.
- f. Submit a single application: only one entry per Participant will be admitted to the Challenge.

Any Participant who fails to comply with the conditions at the time of registration and at any time during the duration of the Challenge shall be disqualified from the Challenge by operation of law and without prior notice and may not be awarded any prize as defined in Point No. 13. In the event that a prize is awarded to a participant who does not meet the conditions of participation at the time of registration or during the Challenge, the Organizer reserves the right to require the Participant to return and/or terminate the prize received or executed.

5 REGISTRATION AND ACCESS TO THE CHALLENGE

- a) To register for the Challenge, the Participant must submit a duly completed electronic application form / video through the Challenge website (www.prajjwalachallenge.com).
- b) Any electronic application form containing inaccurate or incomplete information will not be taken into account and will disqualify the Participant.
- c) By sending the electronic application form, the Participant agrees to be contacted by e-mails sent by the Organiser in connection with his/her participation in the Challenge.

6 DURATION OF THE CHALLENGE

- a. The Challenge shall take place from 29th December, 2022 till 8th March, 2023. All dates related to the application phase (Point No 8), the pre-selection phase (Point No 9), the selection phase (Point No 10) and the award ceremony (Point No 11) are provisional and may be modified if operational requirements dictate. Applicants will be informed of these changes in advance.
- b. Any date defined in the Rules is understood to be expressed in the Indian time zone (GMT +5.30).
- c. No extension or waiver of this duration will be granted to the Participant for any reason whatsoever.

7 TERMS AND CONDITIONS OF THE APPLICATION PHASE

Participation in the “Prajjwala Challenge” can be through 2 options:

- a) **Written Proposal** – please refer to section
- b) **Short Video (Minimum 5 and Maximum 7 minutes) – Applicable only to CBO entries:** The video must cover the aspects mentioned in the section 3.f
- c) The application phase will take place from 29th December, 2022 at 00:01 am to 31st January, 2023 at 11:59 pm.
- d) The Participant shall submit his application to the Challenge by means of the electronic application form accessible to the public on the website (www.prajjwalachallenge.com) and described in Point 5 of these Rules. A Participant who has submitted a complete electronic application form will receive an e-mail informing him/her of the confirmation of his/her application to the Challenge.
- e) The top 10 Entries of Participants shortlisted by a Screening Committee will be invited to a virtual event in February, 2023 to pitch his/her project for 10 minutes in front of a jury composed of professionals from the rural development ecosystems. He/she will have to answer potential questions from the members of the jury. The event is not meant to be public.
- f) At the end of this phase, the Organizer and the Service Provider will jointly select (5) winners for the “Prajjwala Challenge”, based on the evaluation criteria set forth by the Provider. Results will be announced during the

award ceremony.

8 TERMS AND CONDITIONS OF THE AWARD CEREMONY

- a. The 5 winners will be notified of the results by first week of March, 2023 (subject to change). The award ceremony will take place on 8th March, 2023. This date, as indicated in Point No 6.a of these Rules, is provisional.
- b. During the Award ceremony, the Ministry of Rural Development - Government of India will officially announce the names of the 5 laureates. Key players from the Rural Development will be invited to this event (approx. 200 pax, depending on the COVID-19 situation and in line with the existing protocols). It will be the opportunity for the 5 winners to pitch their project to a large audience and make first connections.

9 CHARACTERISTICS OF DELIVERABLES

- a. The Deliverables, i.e. the electronic application and selection forms described in Point Nos 5, 7 and 9 of these Rules, must comply with the specifications set by the Organizer and the Provider in these Rules and communicated to the Participants.
- b. In the event of difficulties or impossibility of reading the Deliverable, it is the responsibility of the Participant concerned to remedy the situation before the deadline for submission of the Deliverables of the current phase and at the latest within three (3) days from the date on which the Participant was informed of the incompatibility, impossibility or difficulty of reading. After this period, the Organizer reserves the right to disqualify the Participant in question. Participants warrant to MoRD that the Deliverables consist solely of the Participant's creations. Contributions from third parties are not allowed and their production will result in the disqualification of the Participant concerned.

10 SELECTION CHARTER

Each Submission will first undergo a first level screening based on the following criteria

Evaluation Criteria

Sl .	Scores	0	1	2	3	4	5	Total Score
	Stage of Innovation	Idea	Written Prototype	Prototype	Early Stage	Growth Stage	Mature / Ready to Scale Up	
1	Potential enhancement of incomes of Women Entrepreneurs	Idea	Concept note available	Technology designs or Process designs Available	Prototype available	Pilot tests conducted	Product ready	
2	Market Readiness	Idea	Strategy Framework	Understanding competition	Marketing plan	Pilot marketing	Ready to go to market	
3	Market Size (Number of potential consumers in a year)	Not estimated	Local (Taluka)	Regional (districts)	Zonal (States)	National	Global	
4	Affordability	Not estimated	Income Group with >25K/month income	Income Group with 20-25K/month income	Income Group with 15-20 K/month income	Income Group with 5K-15K/month	Income Group with <5K/month	

SI	Scores	0	1	2	3	4	5	Total Score
	Stage of Innovation	Idea	Written Prototype	Prototype	Early Stage	Growth Stage	Mature / Ready to Scale Up	
5	Adaptability potential	Not estimated	Local (Taluka/ Block)	Regional (Districts)	Zonal (States)	National	Global	
6	Economic Sustainability	Not estimated	Idea of sustaining the business	Market links available	Proof of concept available	Pilot Conducted	Proven business	
7	Serviceable/ repairs & maintenance for a long run	Complex design or technology	National companies required	State level companies required	District / Regional level service points can repair	Nearest city workshops or agencies can service and repair	Local mechanics or workshops can service	
8	Legal compliance ease of doing this business in India	Not sure	Needs basic compliance documentation (For eg. Registration of Firm, Tax Registration, FSSAI etc)	Needs additional business compliance support (For eg. Formation of Partnership / LLP, PC, GEM Registration etc.	Possible in some states only (For eg. Legally allowed in only few states in India)	Possible across the country (For eg. Legally allowed in all states in India)	Globally possible (Export - Import, possible)	
9	Environmental Sustainability	Not estimated	Idea of reduced pollution/ carbon footprint	Technology and collaborations available with the applicant for reducing carbon footprint / emissions	Proof of concept available for environmental sustainability for this innovation	Pilot Conducted to check environmental sustainability	Proven technology for environmental sustainability for this innovation	
								45

Upload Photo / Video of your product / process (Mandatory field for all total scores of 20 and above)

After the first level screening, the top 10 participants will be required to present their innovation in front of a jury (in person / physically – to be decided depending on covid protocols at the time of this phase). Each participant will undergo an evaluation by the jury. Each participant from top 10 entries will receive an overall score out of 50 using an evaluation grid decided by the jury.

Entries will be rated on 50 points. Candidates with the highest score will be selected for the award. The Jury is sovereign and does not have to give reasons for its decisions. These decisions are not subject to appeal. The deliberations of the Jury are confidential.

13 - PRIZES

The prize of the challenge will include:

- a financial award (INR 2 lakh) for each of the 5 awardees
- personalized professional support from April 2023 – December 2023, to support the winning laureates in the development of their project: this support will take multiple forms according to the needs of the laureates (business support, technical support, visibility and recognition, etc.) and will be provided by professionals in the field of incubation / acceleration, in partnership with entities from the Indian Rural Development ecosystems
- support for piloting the projects within the DAY – NRLM geographies by connecting the winners with the SHG community institutions

13.1. Financial award

To be eligible for the Prize, Participants must accept and comply with the provisions of the Rules, submit all the required Deliverables and all the requested identification elements within the deadlines. No Prize will be awarded to Participants who do not meet these prerequisites.

The 5 winners selected during the final selection phase will each receive a prize of INR 2 lakh each. The financial award will be paid to the awardees through a cheque or online transfer. The awarding of the prize will be conditional upon the realization of a provisional budget highlighting the development and/or spin-off costs that will be covered by this prize and the participation of the winners in the support activities provided by the Prajjwala Challenge (on top of the financial award).

Each Participant acknowledges and accepts that the Prizes may not be contested in any way, nor may they be exchanged for their cash value.

Each Participant acknowledges and agrees that the Provider and the Organizer are only obliged to make the Prize available to the selected Participants. Accordingly, all incidental expenses related to such Gifts or general expenses related to the receipt of such Gifts shall, unless otherwise provided in the Rules, be borne by the selected Participants. No payment or reimbursement will be due for the implementation or provision of the Prize.

In the event that a selected Participant fails to take possession of his/her Prize, for reasons beyond the control of the Organizer, within two (2) months of receiving the e-mail informing him/her of the availability of his/her Prize, the Organizer reserves the right to declare the Prize not awarded.

13.2. Personalized professional support

In addition to the financial award and with regard to the results of the selection phase, the participants will benefit from a nine month support that meets the specific needs of the awardee: mentoring, networking, coaching etc.

The prize offered by the Organizer will be subject to validation stages defined in advance with the winners. The Organizer shall not be obliged to award the Prize to a prizewinner whose deliverables provided during the pre-defined validation stages are not deemed satisfactory.

14 - INTELLECTUAL PROPERTY

The Existing Rights and the Proprietary Rights remain the exclusive property of the Participants who own them. Moreover, the Participants alone shall decide whether or not to protect any know-how of their own and to register or protect or defend any Proprietary Rights or Existing Rights.

Unless otherwise agreed between the Participant and the Organizer, ownership of the Results shall remain with the Participant.

Each Participant grants to the Organizer and the Provider, free of charge, on the Deliverables, the following rights:

- a. The economic rights of author, in particular the right of reproduction (in whole or in part), representation (in whole or in part), communication, translation, use.
- b. The right to authorize a company of the same group to exercise all or part of these rights, and this, for any territory, for the entire duration of the protection of the Deliverables, by any process whatsoever, according to all present or future modes, on all media and for the following purposes:
 - within the sole framework of the Challenge, in particular (without limitation) for the purposes of selecting the Participants
 - in the context of communication about the Challenge and its results, subject to information that should remain confidential,
 - in the context of evaluating, within the “Prajjwala Challenge”, the appropriateness of continuing or initiating discussions with certain Participants relating to potential projects with one or more companies and solely for the Organizer.

The Organizer undertakes not to make any use of the Deliverables for any purpose other than the other than for the purposes set out above.

Participants agree not to abuse the rights that may be granted to them by law, any abuse entitling the Organizer to disqualify the participant concerned. Participants agree to act in a manner that will also satisfy the needs of the Organizer.

The Participants guarantee to the Organizer the peaceful enjoyment of the Deliverables (electronic application and selection forms) and of the rights granted hereunder, against any disturbance, claim or eviction whatsoever, for the duration of the Challenge and of the intellectual property rights.

In this respect, each Participant guarantees to the Organizer that each of the documents, contributions, Deliverables and Existing Rights, Proprietary Rights, tools, creation provided or used by the Participants in the context of the Challenge does not constitute an infringement of an element, work or creation belonging to a third party, or the result of an act of unfair competition, parasitism or any other violation of a third party's right. Each Participant shall indemnify the Organizer against all claims by third parties, on any grounds whatsoever, including those relating to the use of their image or any creation or other protected element.

Under this warranty, Participants shall pay in lieu of the Organizer any damages or other sums (i) to which the Organizer has been ordered by a court of law or (ii) agreed upon by the Organizer with the third party in a settlement of the dispute. This guarantee remains in force even after the Challenge has ended, for the duration of the rights granted to the Organizer hereunder.

The Deliverables and videos must have been made by the Participants. Each Participant undertakes, under his or her own responsibility, to comply with Indian Regulations, in particular with regard to copyright or any new legislation that may replace them.

Each Participant in this Challenge undertakes to obtain all necessary authorizations from persons having participated, in any way whatsoever, in the production of the Deliverables and likely to hold any rights whatsoever over the Deliverables.

The Organizer and the Provider shall not be held responsible for any violation by the Participants of the above Participants of the above paragraphs.

By providing the Deliverables on the portal, Participants are required to comply with the legal and regulatory provisions in force. It is therefore their responsibility to ensure that the storage and dissemination of the Deliverables via the site (www.prajjwalachallenge.com) , does not constitute:

- an infringement of the intellectual property rights of third parties (in particular, clips, television programs, short, medium and/or feature films, animated or not, advertisements, which the Participants have not personally made or for which they do not have the necessary authorizations from third parties, holders of rights over them),
- an infringement of personality rights (in particular image rights, name rights, defamation, insults, privacy, etc.);
- an infringement of public order and morality (in particular, apology for crimes against humanity, incitement

to racial hatred, child pornography, etc.).

Failing this, and without prejudice to other rights available to the Organizer and the Provider, the Deliverables will be withdrawn, the Participants concerned will be automatically disqualified and their accounts will be deactivated without prior formality. In addition, the Participants shall be subject, on a personal basis, to legal sanctions specific to the litigious content, in addition to the possible condemnation to the payment of damages and interest.

15 - COMMUNICATION

Participants who apply authorize the Provider and the Organizer to reproduce their brand name free of charge on the communication media surrounding the Challenge, such as and without this being exhaustive: screens on internal and external sites, signatures / e-mail newsletters, press releases, posters / kakemonos at trade shows, Facebook and Twitter pages of the Provider and/or the Organizer.

The Participants also authorize the Provider and the Organizer to reproduce their corporate name, their trade name under the same conditions as well as their logo as reproduced in the application file.

This authorization of use is strictly limited to the same purposes as those mentioned in Point No 15 and the Provider and the Organizer undertake to cease using the trademark as soon as the circumstances relating to these purposes come to an end, except with the prior written and express written consent of the Participant.

This authorization shall be effective as of the date of the beginning of the Challenge and shall remain in effect shall remain in effect for the duration and purposes of the aforementioned purposes.

16 - REIMBURSEMENT OF EXPENSES

The 10 (ten) winners may be reimbursed for expenses related to their participation in the official awards ceremony. The following costs will be eligible: airfare, accommodation, meals and travel, per winning organization (as per travel rules of the provider)

All requests for reimbursement must be sent to the provider and contain all invoices relating to the expenses incurred. Any request for reimbursement received more than three weeks after the date of the award ceremony will be refused. The date of the award ceremony will be announced at a later date. A maximum reimbursement amount will be set according to the origin of each winner.

The information associated with the request for reimbursement shall be intimated to the awardees by the provider. Reimbursement will be made by bank transfer to the account indicated at the time of the request or through a cheque, after verification of the validity of the request and within a period of time at the sole discretion of the Organizer.

17 - LIABILITY

The liability of each Participant, the Organizer and the Provider hereunder is limited to damages that are directly caused by a breach of duty by the party concerned.

Nothing herein shall be construed as, or deemed to be, a limitation or exclusion of limitation or exclusion of Participant's liability:

- in the event of gross negligence or malice, or
- for death or personal injury caused by its fault, or
- resulting from claims for which Participant indemnifies Organizer, in accordance with this Agreement or applicable law.

The Provider and the Organizer shall not be held liable in the event of a breakdown or malfunction of the

telecommunications network used, which would, in particular, have the effect of preventing the Participant's identification or access to the swachhatastartupchallenge.com website or any other website useful for participation in the Challenge.

Participation in the Challenge implies knowledge and acceptance of the characteristics, limits and risks of the Internet network and the technologies linked to it, particularly with regard to performance, response time, security of software and hardware against various potential attacks such as viruses, logic bombs or Trojan horses and the loss or misappropriation of data. As a result, neither the Provider nor the Organizer can in no case be held responsible for any damage caused to the Participant as a result of these characteristics, limitations and accepted risks.

The Organizer shall not, under any circumstances, be liable for any damage caused by the failure or delay in the delivery of the Deliverables and other elements requested and in particular for the refusal to consider these Deliverables and other elements due to submission outside the deadlines set out in the Rules, by the failure or delay in delivery of any e-mail sent in connection with the Challenge or by any alteration to the Deliverables and elements provided independently of the Provider's and the Organizer's fault.

The Provider and the Organizer shall not be held liable in the event of total or partial modification, suspension, interruption, postponement or cancellation of the Challenge for reasons beyond their control (acts of God or force majeure as well as any other event considered by them as making it impossible to carry out the Challenge under the conditions initially planned). In such cases, the Provider will inform the Participants as soon as possible by means of a notice on the website swachhatastartupchallenge.com

The Organizer shall not be held responsible for the consequences of a disqualification of a Participant due to his/her violation of the Rules.

The Organizer shall not be held responsible for any prejudice of any kind (personal, physical, material, financial or other) arising from the participation of a Participant in the Challenge.

The Provider and the Organizer shall not be held liable for any disorder, action, claim, opposition or demand related to the use of the Deliverables by the Provider or the Organizer or related to the negotiation, conclusion or performance of contracts that the Organizer may sign with Participants.

Under no circumstances shall the Provider and the Organizer be held responsible for the delay in sending the prizes or in the event that a winner is unable to benefit from the prize due to circumstances beyond the Organizer's control. Given the nature of the prize, the Organizer and the Provider are not responsible for the results of the services offered by the incubators, and other partner entities. The Provider and the Organizer shall not be held liable for any incidents or damages of any kind that may occur as a result of the enjoyment of the prize awarded and/or its use.

The Organizer reserves the right to take legal action in the event of proven falsification.

18 - AGREEMENT OF PROOF

It is agreed that the data contained in the information systems of the Organizer or the Provider shall have evidentiary value with respect to information relating to the Challenge and, in particular, to its progress, to the determination of the shortlisted Participants and the winners.

19 - CONFIDENTIALITY

Confidential information (hereinafter "Confidential Information(s)") is any information belonging to the Organizer, the Provider or a third party (hereinafter "Disclosing Party"), communicated or made available to the Participants, whether or not it is identified as confidential at the time of its communication. Confidential Information includes, but is not limited to, administrative, commercial, scientific, technical, financial, tax, legal or economic information that has been, is being or will be communicated by the Provider or the Organizer to the Participant.

The Confidential Information may be tangible or intangible and may be communicated directly or indirectly, and in a non-exhaustive manner, orally, in writing whatever the medium, by delivery of paper or electronic documents or by other means and also includes all copies, extracts and summaries.

Confidential Information does not include:

- information that is currently available or becomes available to the public without breach of the Rules by the Participant,
- information lawfully held by the Participant, without a commitment of confidentiality, prior to its disclosure by the Provider or the Organizer,
- information resulting neither directly nor indirectly from the use of all or part of the Confidential Information,
- information validly obtained from a third party authorized to transfer or disclose such information. The
- exceptions provided for in this paragraph do not apply to personal data.
- The Participant undertakes, for the duration of the Challenge and for a period of five (5) years after the end of the Challenge as provided in Point No 6, to:
 - not to use the Confidential Information for any purpose other than participation in the Challenge
 - under the conditions of the Rules
 - take all necessary, useful and reasonable precautions to protect the Confidential Information;
 - disclose the Confidential Information only to members of his or her team.

The Participant agrees to promptly notify the Organizer in writing of any unauthorized use, disclosure or loss of Confidential Information of the Disclosing Party of which he/she becomes aware. The notification will indicate the steps taken by the Participant to remedy the situation.

Participant may disclose all or part of the Confidential Information to any governmental or judicial authority where required by law. In the latter case, to the extent permitted by law, the Participant shall give prior written notice of its intention to disclose such information at least two (2) business days prior to the scheduled disclosure.

At the end of the Challenge, due to the occurrence of its end as indicated in Point No 6 or its cancellation, the Participant shall without delay return to the Provider and the Organizer all Confidential Information obtained in the context of the challenge, regardless of the medium used. The Participant shall not retain a copy in any form whatsoever, except with the express prior written consent of the Disclosing Party.

The members of the Selection Jury and the persons having access to the files submitted within the framework of the Challenge are bound by an obligation of confidentiality with regard to all information relating to the projects and are required to respect an ethical charter.

Participants must provide a non-confidential description of their project with their application file, to be published on the website (www.prajjwalachallenge.com) and to be presented to the public, if necessary, as part of the follow-up to the Challenge, in particular during the prize-giving ceremony.

20 - PROTECTION OF PERSONAL DATA

Participation in the Challenge requires the communication and processing of personal data concerning the members of the Participant's team. This data is processed under the responsibility of the organizer and provider, for the purpose of organizing and ensuring the smooth running of the Challenge and its follow-up. The legal basis for the processing is the execution of pre-contractual measures, pursuant to 6.1.b of the Indian Data Protection Regulation.

The recipients of the data thus processed are the employees associated with the organization of the Challenge within the Provider and the Organizer. The data will be kept until the end of the Challenge, i.e. the date of the award ceremony.

The persons concerned by the processing have the right, under the conditions defined by the Indian Regulations, to access their data or to request their deletion. They also have the right to object, the right to rectify, the right

to limit data processing and the right to portability of said data. To exercise these rights or for any questions about the processing carried out, please contact the provider by e-mail at the following address: info@prajjwalachallenge.com

If, after contacting the provider and obtaining his or her response, a data subject believes that his or her rights havenot been respected, he or she may file a complaint with the legal division of the provider.

21 - COMMUNICATION - IMAGE RIGHTS

The Participants authorize the Organizer to publish in any medium the name, first name and e-mail address of their representative, if applicable, their full contact details and a non-confidential description of the project provided by the Participants, as part of the information and communication activities related to the Challenge, including on their websites, without being able to claim any right whatsoever.

Each winner authorizes the Organizer, its assigns or representatives to make videos, interviews, take photographs representing them alone or in a group and to freely reproduce their image on any existing or future medium (photography, internet, verbatim, "flyers" and/or video), for promotional or public relations purposes, without being able to claim any right whatsoever. Each prizewinner graciously assigns to the Organizer all rights relating to the use and exploitation of his or her image, voice, testimony and any statement collected within the framework of the Challenge on all existing or future advertising and/or promotional media, in any country, without this use conferring on him or her any remuneration, right or consideration other than the support provided. These rights of use and exploitation include the right of representation, reproduction and adaptation.

All of the aforementioned rights are assigned for the entire world and for a period of 18 months.

The Participants and prize-winners are responsible for the acceptance of these provisions by their representatives and the members of the team.

22 - THE RULES

Participation in the Challenge and the awarding of a Prize require the full acceptance and full compliance with all the provisions of the Rules. The Organizer reserves the right to disqualify, without delay or compensation, any Participant who does not meet this obligation.

The Organizer reserves the right to modify the Rules at any time, including the duration of the Challenge, without the application or validity of these modifications requiring any notification to the Participant. However, mention will be made of them on the (www.prajjwalachallenge.com) website. The Participant is invited to consult the Rules regularly. The Participant expressly waives any claim or challenge relating to any modification made to the Rules.

The Rules are also freely available for consultation online at www.prajjwalachallenge.com

23 - CANCELLATION AND SUSPENSION OF THE CHALLENGE

The Organizer reserves the right to cancel or suspend the Challenge in case of:

- force majeure ;
- fraud of any kind whatsoever.

The Organizer shall not be held responsible for any cancellation or suspension of the Challenge in accordance with this point and no indemnity or compensation shall be due to the Participant.

24 - INDEPENDENCE

Registration and participation in the Challenge shall in no way create a subordinate relationship between the Organizer and the Participants or the members of their team.

25 - COMPLAINTS

Any complaint by the Participant must be made in writing no later than thirty (30) days after the end date of the Challenge.

Complaints relating to the operation of the website www.prajjwalachallenge.com must be made in writing to the following address: info@prajjwalachallenge.com

Complaints concerning the conduct of the Challenge and the delivery of the Prizes must be made in writing to the following addresses: info@prajjwalachallenge.com

The Selection Jury is sovereign and does not have to justify its decisions. These decisions are not subject to appeal. The Participants may not contest the decisions of the Selection Jury.

On the concern of being rejected, any complaint must include:

- the full contact details of the Participant (company name, surname and first name of the legal representative, address, zip code and e-mail address) ;
- the identification of the Challenge concerned;
- a clear and detailed statement of the reasons for the complaint.

26 - SETTLEMENT OF DISPUTES

In the event of a dispute persisting after the Participant has made a claim in accordance with Point No 26, the Organizer and the Participant undertake to submit their dispute to amicable conciliation before any legal proceedings.

The party wishing to initiate conciliation must inform the other party by means of a registered letter with acknowledgement of receipt in which it shall inform the other party of its intentions and the reasons for them.

If no agreement is reached between the parties within thirty (30) days following receipt of the registered letter, the parties shall regain their freedom of action. The most diligent party may then refer the matter to the competent court within the jurisdiction of India

28 - APPLICABLE LAW

The present rules are governed by Indian law.

The Challenge is open for all types of participants who can apply for the challenge as mentioned in the challenge website www.prajjwalachallenge.com) who are Indian Nationals or Registered in India only