

## **TERMS AND CONDITIONS FOR EnterpRISEBharat**

THESE TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE “**RULES**”) ARE APPLICABLE TO ALL THE PARTICIPANTS OF THE EnterpRISEBharat HEREINAFTER REFERRED TO AS THE “**EB**”) ORGANIZED BY PRUDENTIAL MANAGEMENT SERVICES PRIVATE LIMITED AND ALL PERSONS AUTHORISED BY IT IN THIS REGARD (COLLECTIVELY REFERRED TO AS “**ORGANIZERS**”). ALL PERSONS SUBMITTING THEIR ENTRIES (EITHER DIRECTLY OR THROUGH THIRD PARTIES) AND FULFILLING THE CONDITIONS MENTIONED IN THESE RULES SHALL BE HEREINAFTER REFERRED TO AS “**PARTICIPANTS**”. THE RULES CAN BE AMENDED OR VARIED, WHETHER PROSPECTIVELY OR RETROSPECTIVELY, FROM TIME TO TIME BY THE ORGANIZERS WITHOUT PRIOR NOTICE TO THE PARTICIPANTS.

BY PARTICIPATING IN EB, PARTICIPANTS AGREE TO BE BOUND BY THE RULES. PERSONS SUBMITTING ENTRIES ON BEHALF OF THE PARTICIPANTS AGREE TO BE BOUND BY THE RULES, TO THE EXTENT APPLICABLE.

Small businesses are a pivotal part of the Indian economy and contribute significantly to the GDP, employment and social equity of India. The product and service range offered by small businesses are spread across multiple sectors.

Mr. Anand Mahindra has always believed that small businesses will drive the next wave of economic growth in India and he strongly believes that small businesses should be encouraged further.

The core objective of the EB is to discover and encourage such business owners, who own small businesses that are innovative, unique or have a positive social impact or help local communities (subject to compliance of these Rules by the small business owners).

The Rules are divided into two parts- Part A- Basic Terms and Part B-Specific Terms

### **Part A- BASIC TERMS**

Following are the terms that shall be applicable to EB:

1. ***The Participants must fulfil all the following conditions to be able to participate in EB.***
  - a. Indian citizens, residing in India are eligible to participate in EB. Citizens and/or residents of countries other than India are not eligible to participate. Citizens and/or residents of countries other than India residing in India are not eligible to participate. Indian citizens carrying on business in countries other than India are also not eligible to participate.
  - b. The Participants must be adults having attained the age of eighteen (18) years to participate in EB as on the start date of EB.
  - c. Participants should be of sound mind and should be competent to contract.
  - d. Participants must be owners of small businesses which are going concerns and have an annual turnover of less than INR 1 crores in the preceding financial year. For a small business to be eligible for the EB, it should be in existence for more than one financial year. Merely a business idea will not be entertained.
  
2. ***The following persons are not eligible to participate in EB:***
  - a. Any person in full time employment of any entity.
  - b. Any person who has received a certificate of practice from any professional body such as Institute of Chartered Accountants, Bar Council of India, Medical Council of India, Institute of

Company Secretaries of India, Institute of Cost Accountants of India and is a member of such a professional body.

- c. Any person who has previously received any financial support or assistance in any manner from the Organizers or Mr. Anand Mahindra, his immediate relatives or any entity of the Mahindra Group.
- d. Any ex-employee of the Organizers, Mr Anand Mahindra, the Mahindra Group or their immediate relatives.
- e. The following persons and their immediate relatives - (a) persons employed with the Organizers, Mahindra Group or Mr. Anand Mahindra, (b) vendors associated with EB (c) any person who has been or are vendors, advisors and consultants of the Organizers, Mahindra Group or Mr. Anand Mahindra.

For the purpose of the Rules, Mahindra Group will mean (a) any affiliate or group entity of Mahindra and Mahindra Limited; (b) any entity in which Mr. Anand Mahindra is a partner; (c) any entity in which Mr. Anand Mahindra or his immediate relatives directly or indirectly own more than 20% of shares.

3. Each Participant must submit their complete entries (“**Entries**”) by following the Process of Participation specified in **Part B** of the Rules. A person may submit Entries on behalf of a Participant. To the extent relevant, these Rules shall apply to persons submitting Entries on behalf of the Participants. It is expressly clarified that any person submitting Entries on behalf of or for small business owners shall not be entitled to the Grant or Investment (defined in Part B) or any part thereof whether as an incentive or as a fee, and shall have no claims whatsoever against the Organizers or Mr Anand Mahindra.
4. The Participants understands that the Organizers might receive Entries relating to similar small businesses from different individuals and it shall be the Company’s sole discretion to decide the small businesses to which the Grant or Investment shall be made in accordance with Part B of the Rules. Neither Mr. Anand Mahindra nor the Organizers will be liable to offer any explanation or provide any reason or rationale for selection or non-selection of any Entry at any stage of EB.
5. The Participants may be required to provide personal data about them including but not limited to Participants’ name, address, social media handle, telephone number or mobile number and email address in order to participate in EB. Participants should ensure the accuracy of the personal data provided by them at the time of participating in EB. Personal Data of the Participants will be processed by Organisers in the manner set out in **the** Privacy Policy which can be accessed here: [www.enterprisebharat.com/privacypolicy](http://www.enterprisebharat.com/privacypolicy).
6. The Rules shall be mentioned on [www.enterprisebharat.com](http://www.enterprisebharat.com). The Organizers have the right to amend (add, delete or modify) the Rules governing EB prospectively or retrospectively, at their sole discretion and without prior notice, Participants should visit the Microsite to read the Rules and any modifications thereto.
7. Neither Mahindra Group, nor its officers, nor directors are directly or indirectly responsible for the EB or liable in any manner to any Participant.
8. Mr. Anand Mahindra, the Organizers and persons authorised by them for the purpose of EB including the agencies and the contractors and any person or entity connected with EB at any stage and their respective relatives, affiliates, subsidiaries, as the case may be (“**EB Parties**”) shall be under no liability whatsoever to the Participants in respect of any loss, cost, injury, expenses, damage suffered or incurred by the Participants arising from or pursuant to or in connection with EB at any stage of EB whether or not caused by (a) the decisions, comments, remarks, judgement, view, criticism, critique, opinion or observations made by EB Parties; (b) any printing, typographical or technological errors in any materials associated with EB; (c) discontinuance or suspension of cancellation of EB; (d) any other reason.

9. Notwithstanding the generality of the foregoing, EB Parties expressly disclaim and exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, opportunity, business, revenue, goodwill or anticipated savings pursuant to EB. In no event will the measure of damages include, nor will the EB Parties be liable for indirect, incidental, consequential, or punitive damages of any party, including third parties, and/ or for circumstances beyond the EB Parties control.
10. In case the Participants are found to be in violation of these Rules, the Organizers reserve the right to disqualify and initiate legal proceedings against such person(s).
11. The Organizers and Mr. Anand Mahindra do not make any commitment, express or implied, to respond to any feedback, suggestion and, queries of the Participants or persons who have submitted Entries for or on behalf of the Participants, or furnish any reason or explanation for inclusion and, or, exclusion of the Entries or any part thereof or for disqualification of the Participant, at any stage of EB
12. The Organizers reserve the right to suspend, withdraw or discontinue and/or terminate the EB at any stage without prior notice and without any liability whatsoever to any person including Participants or persons submitting Entries for or on behalf of the Participant, and the decisions of the Organizers and their representatives in this regard shall be final and binding.
13. The Organizers reserve the right to disqualify any Participant in case of any third-party claims received by the Organizers pertaining to such Participant's business. The Participant agrees to indemnify and hold harmless the Organizers from any third-party claims arising out of the Participant's association with EB
14. The Organizers have the right to disqualify any Participant if they have reasonable grounds to believe that the Participant has violated the Rules in any manner.
15. The Organizers may require the Participants to fill and/or sign additional forms, documents undertakings, declarations, agreements etc. with regard to participation in EB. The Participant hereby agrees to sign all such documents as may be required by the Organizers at any stage of EB and any refusal to sign any such document shall lead to disqualification.
16. The Participants will be required to furnish necessary documents, information such as photos, videos, sound recordings relating to their Entries or their participation in EB such material will be considered as "**Participant Information**" that is owned and controlled by the Participant.
17. The Participants confirm that such Participant Information is (i) being submitted voluntarily by the Participant for EB; (ii) it is original and is not based on any other material or source; (iii) the acceptance, storage, use and exploitation thereof will not violate or infringe any third party rights and (iv) The Participant has the right/authority to submit and to offer such material to the Organizers without obligation to any third party, and the consent of no other person or entity is required.
18. In the event the Participant Information, contains any third-part proprietary materials including but not limited to images, video, audio, audio-video, copyrights, trademarks, patents etc., then the Participant shall be required to submit proper authorizations from the relevant third-party, in the form and manner acceptable to the Organizers. It is hereby clarified, that in the event that the Participant Information contains any such third-party materials, then the Participant shall inform the Organizers about the same. Failure to inform the Organizers in a timely manner can lead to

disqualification. The Participant shall comply with all the terms and conditions of the media platform on which EB is organised and especially comply with any take down notices/requests.

19. The Participants acknowledge that the Participant Information will be reviewed by Mr. Anand Mahindra, the Organizers and any third-party agencies as may be hired by the Organizers with respect to EB. For the purpose of the same, the Participants hereby expressly consent to Mr. Anand Mahindra, the Organizers and any third-party agencies as may be hired by the Organizers reviewing the Participant Information and sharing the same with third-party agencies, for the purpose of the EB.
20. The Participants covenant that they will not assert, maintain or assist other persons in asserting or maintain against the Organizers or Mr. Anand Mahindra any claim, action, suit or demand of any kind or nature whatsoever related to the use of the submitted information, including without limitation those grounded upon copyright, trademark or patent infringement, invasion of privacy or publicity rights, breach of confidentiality, other civil rights or any other ground in connection with the use of the Participant Information.
21. The Participant Information shall, at all times, be in compliance with applicable laws, regulations, codes and other stipulations of India and shall not include in the Entries or Participant Information, any defamatory matter nor constitute contempt of court nor breach any provision of any applicable statute or any regulations including inter alia any law or regulation relating to obscenity, blasphemy or racism.
22. The Organizers and Mr. Anand Mahindra shall not be responsible for any claims, of whatever nature and at any time, with respect to any third-party materials either included in the Participant Information or provided by the Participant to the Organizers at a later stage. Participants shall indemnify and hold harmless the Organizers for any claims, of whatever nature and at any time, with respect to any third-party materials either included in the Participant Information or provided by the Participant.
23. The Organizers may, at their discretion, contact the Participants if required, for any clarifications needed for the Participant Information. The Organizers have the right at any time to seek proof of identity and/or eligibility. Failure to provide such clarification or proof within a reasonable time could result in disqualification.
24. In case there is any mismatch of details in any information submitted by the Participants, the Participants may be disqualified, if they are unable to resolve discrepancies during reasonable time.
25. The Organizers reserves the right to disqualify any Participant, at any stage, should the Organizers receive any claims against the Participant Information or the Participant in general.
26. If the Organizers believe that the Participant Information or the Entry or any part thereof is illegal, in contravention with applicable laws or societal norms, in bad taste, derogatory, the Organizers shall have the right to disqualify the Participant at any stage. The Participant shall keep the Organizers indemnified in this regard.
27. The Organizers and Mr. Anand Mahindra in their absolute discretion may publicize, broadcast or otherwise disclose a Participant's name, character, likeness, statements, business model or any recording of their photographs, sound recordings, audio-visual in connection with EB or generally. The Participant hereby consents and grants to the Organizers and Mr. Anand Mahindra the right to publicise their participation in EB in all forms of media without any restrictions whatsoever,

28. The Participants acknowledge and agree that the Organizers may conduct investigations into their background, which may include reviews of civil and criminal records, financial, credit, and employment history, or any other type of background checks deemed necessary by Organizers. The Participants shall provide all necessary consents or other documents and information in connection therewith and shall co-operate with the Organizers and their agencies for the same.
29. The Organizers may also conduct detailed checks and due diligences with respect to the Participant Information. The Participants shall provide all necessary consents or other documents in connection therewith and shall co-operate with the Organizers and its agencies for the same. It is hereby clarified that should the Organizers not be satisfied with the results of the due-diligence conducted either with respect to the Participants, or the Participant Information in the event the due-diligence reveals any discrepancies with respect to the Participant Information or any documents submitted by the Participants or with respect to the Participants in general, the Organizers reserve the right to disqualify the Participant at any stage., without communicating the reason for such disqualification to the Participant, The Organizers will not share any findings or due diligence reports or provide any explanations to any Participant or their representatives. The Organizers shall not entertain any queries nor provide any clarification this regard and their decision shall be final and binding.
30. On request of the Organizers, the Participants shall also make arrangements for the Organizers and their agencies to have access to Participants' residence, workplace, and obtain necessary permissions from their parents, siblings, friends, colleagues, spouses to be photographed, video graphed, interviewed and record or click their photographs, videos, sound bites etc.
31. Organizers may request Participants to participate in any interactive activity relating to EB Further, the Participants shall at no point of time refuse or disagree to participate in any such online/interactive activity if required by the Organizers. The Participants agree that the footage of any nature, which may be shot by the Organizers and which features the Participant, shall vest with the Organizers, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
32. The Participants shall ensure that the Participant Information submitted by them 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. In the event of any violation to the aforementioned, the Participants shall immediately be disqualified from taking part in EB and such Participants shall solely remain liable for any action (criminal/civil) arising therefrom and shall indemnify the Organizers and Mr, Anand Mahindra to the extent of losses, damages, expenses incurred on account of such violations. All the intellectual property rights of the Participants in the Participant Information including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived, and Participants agree not to claim or enforce any of the aforementioned rights in any court, tribunal or any other forum whether in India or anywhere else. Participants also consent to the Organizer's right to reproduce the Participants' attributes, or any recordings or materials provided by the Participants or portray the Participants in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever, except where prohibited by law. The Participants also consent to the Participant's right to use Participant's name, voice or picture, or the content of the Participant Information in all media. The Participants grant the Organizers consent to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with EB in any and all applications including but not limited to stories, text, articles, illustrations, copy and commercial exploitation, in all media forms. Acceptance of these Rules by the Participants constitutes permission for the Organizers and their agencies to click photographs, record videos, sound bites of the Participants and use the Participants' name, photographs, likeness, voice and comments for the purpose of EB in any media worldwide. The Participants hereby authorize the Organizers to use the content available on their personal social media handles including their profile pictures, social media handles etc.

33. The Microsite is provided on an 'as is' basis without warranties of any kind. To the fullest extent permitted by the applicable law, the Organizers and Mr. Anand Mahindra disclaim all warranties express or implied, including but not limited to implied warranties of merchantability, fitness for any purpose. Without limiting the foregoing, the Organizers and Mr. Anand Mahindra specifically disclaim any warranty that (a) the Microsite shall be uninterrupted or error free; (b) that defects shall be corrected; (c) that there shall be no viruses or other harmful components that exist on the Microsite; (d) reliability of the Microsite.
34. Participants or persons submitting Entries for or on behalf of the Participant, shall not engage in any pattern of conduct that involves making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports and comments) which are disparaging, deleterious, or damaging to the integrity, reputation or goodwill of the Organizers or Mr. Anand Mahindra.
35. Submission of information on the Microsite shall be deemed to be acceptance by the Participant to receive messages from the Organizers in relation to EB. The Organizers will not be responsible for any NDNC (National Do Not Call) Registry regulation that will be in force during EB. All Participants agree even if they are registered under NDNC, DND (Do Not Disturb), the Organzier are authorised to call /contact such Participants.
36. A Participant who has been accused or convicted or is otherwise involved in any criminal offence (including but not limited to acts of moral turpitude and harassment) and/or is not under inquiry or trial by the police or judiciary may be subject to disqualification.
37. Except as expressly provided herein., all taxes, cess, charges, evies and duties due and owing under applicable and statutory laws in connection with the Grant(s) or Investment if any, and all other costs, including insurance, incidental costs, gifts, gratuities, are the sole responsibility of the selected Participants receiving the Grant or Investment.
38. The Organizers shall not be responsible for any inability by the Participant or any person to use Twitter or the Microsite or any media or social media platform, lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive Entries or Participant Information owing to transmission failures or due to any technical reasons, other situations or any conditions beyond its control.
39. The process set out in Part B is the only manner in which Participants can participate in EB. There is no fee for participation in EB. Any person demanding any fee, charges, or emoluments for participation in the EB should be reported to the local police immediately.
40. All relevant national and local laws apply to EB. EB shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to EB are subject to the exclusive jurisdiction of the Courts at Mumbai only.
41. If any provision of these Rules is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
42. If translations of these Rules are made available in any other language, the English version of the Rules shall prevail.

## **PART B- EnterpRISEBharat– Specific Terms**

<b><i>Duration of EB</i></b>	As may be decided by the Organizers in their sole discretion. The Organizers have the absolute right to pause or suspend or withdraw or terminate or restart EB at any time
<b><i>Start Date of EB</i></b>	January 26, 2023
<b><i>Platforms on which EB shall be available</i></b>	Twitter  It is to be noted that all policies including but not limited to the takedown policies of Twitter shall be applicable to the Entries posted on Twitter.
<b><i>Process of Participation</i></b>	<p><b><i>Phase 1</i></b></p> <ul style="list-style-type: none"><li>• Once EB is announced on Twitter, Participants/persons on behalf of the Participants, shall tweet picture / video of small businesses with a short story describing their small businesses with the #EnterpRISEBharat. Please note that it is mandatory to tweet with #EnterpRISEBharat.</li><li>• Organizers shall go through the tweets with the hashtag and shall select the persons who shall get a DM from @EnterpRISEBharat requesting to fill a short form available on the Microsite.</li></ul> <p><b><i>Phase 2</i></b></p> <ul style="list-style-type: none"><li>• Participant shall fill in the form available on the Microsite and shall upload all the Participant Information required to be uploaded this may include Aadhar or PAN.</li><li>• The Organizers shall select the small businesses which will be eligible to participate in Phase 3 and shall conduct a due diligence on these businesses.</li></ul> <p><b><i>Phase 3</i></b></p> <ul style="list-style-type: none"><li>• Participants whose small businesses are selected in Phase 2 shall be contacted by the Organizers and shall be asked to contribute towards the creation of a short video describing their businesses. These short videos may be shared on @EnterpRISEBharat and any other social media handle as may be decided by the Organizers.</li><li>• The Organizers may contact the Participants who have submitted their short videos, ask further questions and have necessary discussions regarding their small businesses.</li><li>• The Organizers shall thereafter assess the small businesses shall announce the Participants who shall receive the Grant or the Investment as set out herein (i.e. the Shortlisted Participants).</li></ul> <p><b>Note:</b></p> <ul style="list-style-type: none"><li>• Only complete Entries shall be considered for EB and the Organizers shall not be responsible for non-receipt or delay in Entries for any reason whatsoever.</li><li>• While participating in EB, Participants and persons submitting Entries on behalf of the Participants shall ensure</li></ul>

	<p>that-any content or information uploaded by the Participants in relation to EB</p> <ul style="list-style-type: none"> <li>o shall not violate the rights of any third party, including, but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights;</li> <li>o shall not be abusive, harmful, harassing, blasphemous, defamatory, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;</li> <li>o Should not harm minors in any way;</li> <li>o Should not violate any law for the time being in force;</li> <li>o Should not be deceptive or misleading or grossly offensive or menacing;</li> <li>o should not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;</li> </ul>
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<p><b>Grant/Investment</b></p>	<p>After talks and discussions with the Shortlisted Participants, Organizers or their associated ventures may, at their sole discretion, either directly or indirectly through any person or entity:</p> <ul style="list-style-type: none"> <li>(a) give a grant up to maximum of Rs. 25 Lakhs (subject to applicable withholding taxes/tax deductions or collections at source) (“<b>Grant</b>”)will be given to the small businesses shortlisted in <i>Phase 3</i>. (“<b>Shortlisted Participant</b>”); or</li> <li>(b) make an investment up to Rs, 25 lakhs (subject to applicable withholding taxes/tax deductions or collections at source) in an entity incorporated in India in which the Shortlisted Participant owns a controlling stake or is named as a promoter or a partner (“<b>SP Entity</b>”).</li> </ul> <p>In relation the Grant or the Investment, as the case may be, the following must be noted:</p> <ul style="list-style-type: none"> <li>• The maximum Grant given to the Shortlisted Participant or Investment made in SP Entity will be INR 25 lakhs, subject to applicable withholding taxes/tax deductions or collections at source.</li> <li>• TAXES, DUTIES, LEVIES, CESS, CHARGES AND ANY IMPOSITION BY THE CENTRAL OR THE STATE GOVERNMENT WILL BE THE SOLE LIABILITY OF THE SHORTLISTED PARTICIPANT OR THE SP ENMTITY AND APPROPRIATE TAXES OR LEVIES OR DUTIES UNDER THE APPLICABLE LAW MAY BE DEDUCTED FROM THE GRANT OR INVESTMENT AS MANDATED UNDER APPLICABLE LAW.</li> </ul>
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|  | <ul style="list-style-type: none"><li>• The Grant or Investment may be remitted in instalments/tranches or be paid in lumpsum at the sole discretion of the Organizers.</li><li>• It is clarified that decision to give or not give the Grant or Investment to the Shortlisted Participant or the SP Entity as the case may be, is the sole and absolute discretion of the Organizers and no person shall be entitled to challenge the decision of the Organizers which shall be final and binding.</li><li>• The Grant or the Investment shall not be transferable to any person or other business entity other than the Shortlisted Participant or SP Entity.</li><li>• The Shortlisted Participants or the SP Entity shall not use Mr. Anand Mahindra's or Mahindra. Mahindra &amp; Mahindra Limited's name or any variation or abbreviation thereof in any manner to publicise their business or for any other purpose.</li><li>• The Grant or the Investment shall be used by the Shortlisted Participants or the SP Entity only for their businesses for which the Entry was made and use of the Grant or the Investment for any other purpose shall require the prior written permission of Mr. Anand Mahindra.</li><li>• In the event of any fraud, misdemeanour or violation of the Rules or criminal activity by the Shortlisted Participants or the SP Entity, the Organizers may stop the disbursement of the Grant or the Investment or any part thereof and the Shortlisted Participants and/or the SP Entity Participants may be required to return to the Organizers the Grant or the Investment already received as</li><li>• If after being shortlisted in Phase 3, the Shortlisted Participant is unable to receive the Grant or the Investment cannot be made into the SP Entity, whether due to death of Shortlisted Participant or because of regulatory issues, the Grant or the Investment shall not be transferred to any legal heir or representative of or any persons directly or indirectly connected with the Shortlisted Participant or to SP Entity. The Grant or Investment, as the case may be, shall stand forfeited, and the Grant or Investment already received should be returned as per the instructions of the Organizers.</li></ul> |
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