

**Terms and Conditions**  
**As on March 9, 2017**

The following describes the terms applicable to the contest #ACutBeyond (the "HCL contest"), a short film contest by HCL, hosted on filmwallas.com (the "Site"). Your participation in the contest and use of the Site thereof, forms a legally binding contract with HCL Technologies Ltd ("HCL" or "us") based on these Terms and Conditions. If you have registered as a participant for #ACutBeyond, you will be bound to these Terms and Conditions as well as additional terms as may be applicable for the use of the Site. PLEASE READ THE FOLLOWING CAREFULLY. If you do not accept the terms and conditions as stated here, do not use the Site for the given competition. HCL may revise these Terms and Conditions at any time by posting an updated version to this Web page.

- 1. The Site.** The Site is providing its online platform [www.filmwallas.com](http://www.filmwallas.com) for execution of #ACutBeyond, HCL's short movie competition. The Site provides a service ("Service(s)") whereby filmmakers, independent, student film makers, worldwide may post their original content on the site, seek mentorship and take part in the various contests that are hosted by different entities, individuals, on the Site. By taking a part in the HCL contest, you acknowledge that HCL, does not control in any manner the nature, quality, legality of the other contests that are run on the Site. You agree that the HCL contest is a neutral forum for film-makers to upload their original content.
- 2. Eligibility.** The HCL contest is a juried competition, open to any independent or student filmmaker worldwide with no age bar. The entry for the contest is free. Employees of HCL, from across the world, are eligible to be a part of this contest. All qualified entries must be independently produced and financed. Films produced, financed or developed by a major film studio or television network are ineligible for competition. The Festival committee reserves the right to determine the eligibility of any project.
- 3. Participation Registration.** To be eligible for taking part in the HCL contest and access information on the Contest section of the Site, you must register on the Site and agree to the terms and conditions that pertain to the HCL contest. All members of the cast and crew of the submitted film must be registered on the Site. Multiple submissions by the same director and/or Production Company are accepted, but a separate completed form must accompany each film. As part of the registration process, you will be asked to select a password and a login name. You agree that your registration information at all times correctly represents your affiliation, experience, qualifications and your ability to take part in the contest. You may not use a login name of another registered participant. You may not disclose or share your password to any third parties. You agree to notify [info@filmwallas.com](mailto:info@filmwallas.com) of any unauthorised use of your account or breach of security, including loss, theft, or unauthorised disclosure of your password or login information. Remember, you are responsible for maintaining the confidentiality of your password(s).
- 4. Other's Information.** HCL does not guarantee the accuracy of the Site or ownership of any information, or availability of awards, in other contests that are running on the Site. If you have a dispute with another entity which is running a contest, you hereby release, HCL from all claims of any kind arising out of such dispute.
- 5. Your Information.** You may have the opportunity to communicate with other participants. Any content you provide to the Site and HCL during the course and the purpose, intended or direct, for the competition, in any public message area, through any mail feature, or otherwise, is subject to the following:  
You are solely responsible for your content, postings, or films. HCL reserves the right to take any action with respect to such content that it deems necessary or appropriate in its sole discretion if HCL believes that the content is inappropriate for the HCL contest, or may create liability for us. You agree that the content provided will not, (a) infringe any third party's copyright, trademark, patent or other proprietary rights or rights of publicity and privacy, (b) violate any law (including without limitation those governing anti-discrimination), or (c) be libellous, unlawfully threatening, or unlawfully harassing. You shall keep HCL, its directors, employees, indemnified against any third party IPR claims, against claims as may arise on account of violation of applicable laws and against any claims arising due to the content posted by you being libellous, unlawfully threatening, or unlawfully harassing.
- 6. Payment of Awards.** The decision as to the qualifying criteria and whether to award a particular submission of film is entirely within the discretion of the jurists, who may include, Nagesh Kukunoor and Ashish Vidyarthi. Entrants are prohibited from contacting the judges during the competition. Judges will be announced and any entrant who attempts to contact a judge will be disqualified. A decision of the judges is final.

Finalists will be contacted via email. All awards/prizes will be presented at a ceremony the exact date of which will be communicated to winners via mail. The cash award categories are First Prize: US\$5000, Second Prize: US\$3000 and Third Prize: US\$2000. The awards in every category will be conferred basis the judging criteria for that category. In case no entries fulfil the judging criteria for either category, no cash prize will be awarded under that class of awards. The point of contact for cash award distribution remains the authorities/owners of the Site. You agree that in the event of a dispute regarding the cash award payments, you hereby release HCL from claims arising out of any such disputes.

- 7. Ownership and Limited License.** (a) HCL shall retain all ownership in the Site for the HCL Contest and all content submitted, promotional materials, including but not limited to film stills, descriptions, director's biography and film screening history in any and all forms of media generated by it that is displayed on the Site. You grant to HCL, and others acting on behalf of HCL, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, transferrable right to use your content. When we use your content, we can make changes, like editing or translating it. You grant us the right to edit, modify, reformat, excerpt, delete or translate your content. HCL and the Site grants you a nonexclusive, revocable right to participate in the contest provided you do not (a) copy, modify, create a derivative work of, reverse assemble (b) modify or attempt to modify the Site in any manner or form except that you have the right to modify your self-generate content for this contest. You may not frame or utilise framing techniques to enclose any trademark, logo or other proprietary information (including contest descriptions, images, text, page layout, or form) of HCL without express written consent. You are granted a limited, revocable, and non-exclusive right to use the hyperlink to the contest page of the HCL contest as long as the link and content with the link does not portray HCL, or its products or services in a false, misleading, derogatory, or otherwise offensive manner.
- 8. Other Contracts, Confidentiality and Indemnification.** You agree that you will not disclose to HCL or the Site, or its affiliates, any information which you are under an existing contractual or other legal obligation to maintain in confidence or otherwise do not have the right to submit or promote unless you have permission from the rightful owner of the material, or you are otherwise legally entitled to post the material. Should your participation in the HCL contest be found to breach legal obligations you may have with other third parties or in the event of a breach of this clause 8 or your non-compliance with applicable laws, you agree to defend, indemnify and hold harmless HCL and Filmwallas.com, its and their respective officers, directory, employees, agents from and against all claims, actions and demands, liabilities, and settlements, including, without limitation, reasonable legal and accounting fees, arising in connection with such unauthorised and prohibited disclosure. You further agree that you shall not disclose and share with any third party the content submitted under this contest and shall keep HCL indemnified against any claims losses that may arise due to you breach of your confidentiality obligation.

We promote participants to think out of the box and come up with exceptional stories and films, however, the participant acknowledges that any risk taken during the course of creation of the film is known and voluntary and is solely the responsibility of the participant and is in no manner encouraged by HCL neither by Filmwallas.com. Through the course of your participation in the contest, should there be an injury to a participant or a loss of life due to any unforeseen circumstance, you agree to indemnify and hold harmless HCL and Filmwallas.com, its and their respective officers, directory, employees, agents from and against all claims and demands. You further represent and warrant that you shall not act in an unethical manner and shall not indulge in activities that may be construed as violation of applicable anti bribery laws or may be construed as corrupt practises to participate or influence the decision of the contest. HCL reserves the right to cancel your participation if it finds that you have acted in an unacceptable manner.

- 9. No Third Party Reliance.** You agree that you will not present to third parties any content or material in a manner that could be construed as conveying sponsorship, endorsement, option, or representation or warranty of HCL.

The Parties agree that the contest shall be governed by laws of India and that any dispute arising under hereunder shall solely be adjudicated by the competent courts of Delhi.