

## Terms & Condition of the Pulsar Dare Venture 2019

### Definitions:

1. These terms & conditions are for the Pulsar Dare Venture 2019, hereinafter referred as 'the Event'
2. The Event is being conducted by Hansraj Hulaschand and Co. Pvt. Ltd. having registered office Narayan Chaur, Kathmandu Nepal.
3. Citizens of Nepal who are interested in participation in the Event hereafter referred as 'The Participant' and/or 'The Participants'
4. The terms & conditions for the said Event are mentioned on the Pulsar Dare Venture website [www.pulsardareventure.com](http://www.pulsardareventure.com) and all participants need to go through the same before filling the participation form. By filling the participation form, all Participants are considered to have accepted the terms & conditions for the said Event referred as T&C hereinafter.
5. The T&C will be updated on the Pulsar Dare Venture's website [www.pulsardareventure.com](http://www.pulsardareventure.com) time to time and it is Participant's responsibility to keep referring the same.

### Who can participate?

1. The Participant should be a Nepalese National
2. The Participant should possess a valid driving license issued by government authority
3. The Participant's age should be 18 years complete as on 30<sup>th</sup> June 2019
4. The Participant should be physically & mentally fit for the Event
5. Employees, vendors, relatives of employees, of the Company and affiliated Agencies are not allowed to participate in the said event

### How to participate?

1. Interested participant need to visit the website [www.pulsardareventure.com](http://www.pulsardareventure.com) or [www.facebook.com/pulsarnepal](https://www.facebook.com/pulsarnepal) and fill up the application form for the event completely.
2. Then, a video needs to be sent as 'Facebook direct message (DM)' (not as a comment or post on the Facebook page) to the page [www.facebook.com/pulsarnepal](https://www.facebook.com/pulsarnepal) as instructed on the website [www.pulsardareventure.com](http://www.pulsardareventure.com)
3. What is the video?
  - a. The participant needs introduce himself/herself and answer two questions
    - i. Introduce yourself in an interesting way.
    - ii. Tell us why you should be selected for Pulsar Dare Venture IV
4. The Participant should apply only once for the Event. Repeat (or more than one) application may result in the disqualification of the Participant

## General Terms & Conditions:

1. The Company promotes 'safe riding' culture and urges all Participants to adhere to government laws & regulations related to riding a two-wheeler in Nepal.
2. The Company by no means promotes any rash or unsafe two-wheeler riding behaviour by the Participants whether or not related to the Event
3. The Participant should agree to all terms and conditions of the Event without any demur.
4. The selection criteria, selection process is at sole discretion of the Company and all Participants will have to agree to the same without any demur and liability.
5. The Event will require the Participants to ride on rough roads and roads with obstacles. The Participants will also be subjected to certain tasks which will require physical and mental stamina. Any damage and/or loss to the vehicle and/or injury and/or loss to the participant will be at Participant's own risk. The Company and its Agencies take no liability to compensate for any such loss or damage.
6. The Company will not be responsible for any loss or damage caused to the Participant or his/her vehicle or any third party or property of any third party while the Participant is in process of applying for the Event or preparing for the Event
7. The Participant will have to sign 'indemnity bond' and indemnify the Company & its Agencies from any loss or damage caused to the Participant or the Participant's vehicle during or after the Event
8. The Participant will have to bear all costs the Participant may incur related to the application and selection process including travel cost to the selection venue, lodging & boarding costs and any other incidental costs which are not mentioned here.
9. Selected Participants will be contacted individually by the Company to invite for the next round of selection. The Company shall not be held liable if the communication pertaining to the selected Participant doesn't reach intended participant for any of the following reasons as mentioned or otherwise:
  - a. If the contact number mentioned by the Participant on the application form is not correct or not reachable for any reason
  - b. If the address mentioned by the Participant on the application form and is not correct or not adequate
  - c. Any other reason, technical or otherwise, beyond the control of the Company.
10. The Company reserves the right to suspend, shorten, modify, extend or cancel the Event at its sole discretion without stating any reason; no claim in this regard shall be entertained.
11. The Company recommends that each participant should carefully read these conditions before they participate in the Event.
12. The Company reserves the right to modify these Terms & Conditions without any prior notice. An updated version of the same shall be available on the website [www.pulsardareventure.com](http://www.pulsardareventure.com)
13. Participation in the Event is purely voluntary and at the sole discretion of the person / individual. Participant agrees that he / she has understood and is bound by the terms and conditions set out herein.
14. The Company is not responsible for loss of transmission of any information as part of application process for the Event due to but not limited to internet speeds, website & server functioning, quality of mobile phones or cameras used by the participant while shooting the video etc
15. The entries submitted by any individual in this Event or otherwise shall be treated as his / her own independent personal views and submissions; The Company, its group companies its Agencies and/or its affiliates do not acknowledge or agree with any such content and further shall not be held liable for any defamatory, abusive language used and any loss occurring to any third party.

16. Participant shall indemnify the Company, its Agencies, its group companies or its affiliate from any loss that may occur to the Participant due to non-adherence to these terms and conditions or due to submission of abusive, defamatory content submitted for the Event.
17. The Company, their directors, employees, consultants, their Agencies assume no liability whatsoever for any direct or indirect loss or damage arising from a participant's participation in the Event, or from Company's termination or withdrawal of the Event, change of Terms & Conditions or for any loss or damage, howsoever arising.
18. The Company does not exercise any control, nor does it have the means for exercising this control, amongst others, regarding the quality, originality, authenticity, legality, security or validity of the Event entries.
19. The Company reserves the right to remove, refuse or cancel access to any participant without any reason therefore and shall be under no obligation to provide any benefits and/or expenses accrued under the Event.
20. The participant shall not, without any valid license or authorization, use the intellectual property rights belonging to the Company and/or third parties.
17. The Event is subject to force majeure events and situations beyond control of the Company, its Agencies, its group companies and/or its affiliates.
18. For applications received as a part this Event, The Company will have all rights to copy, screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the photos and videos received as a part of the application submitted by the Participant and/or any portion thereof throughout the universe in perpetuity, via any medium and in any manner whether now known or hereafter invented, including but not limited to theatrical, television (including without limitation all forms of broadcast, cable, Video On Demand (VOD) and digital television), DVD/home video/videogram (including any videogram successor), Internet distribution, websites and social media such as Facebook, Youtube, Twitter, Instagram etc and any means of digital download, and to sell, license and/or assign any or all of the foregoing rights to any third party with or without mention of the name of the participant.
19. For the video, photos, audio, still, moving content generated at various stages of the Event, The Company will have all rights to copy, screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the photos and videos received as a part of the application submitted by the Participant and/or any portion thereof throughout the universe in perpetuity, via any medium and in any manner whether now known or hereafter invented, including but not limited to theatrical, television (including without limitation all forms of broadcast, cable, Video On Demand (VOD) and digital television), DVD/home video/videogram (including any videogram successor), Internet distribution, websites and social media such as Facebook, Youtube, Twitter, Instagram etc and any means of digital download, and to sell, license and/or assign any or all of the foregoing rights to any third party with or without mention of the name of the participant.
20. In no manner limiting the foregoing, the Company shall have the right to use the photos and videos received as a part of the application submitted by the Participant and any portion thereof to advertise, promote and publicize the Company, its products and/or any sponsor thereof in any manner and via any medium at the Company's sole discretion.
21. Participant unconditionally agrees that he/ she shall not:
  - d. do anything which violates any of the T&C;
  - e. make any misrepresentation;
  - f. do anything that does not comply with generally accepted etiquette including (without limitation) the excessive use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings;
  - g. perform system abuse;

- h. propagate, distribute or transmit Destructive Code, if damage is actually caused thereby;
  - i. Post abusive, obscene, threatening, harassing, defamatory, libellous, offensive or sexually explicit material.
  - j. Intentionally make false or misleading statements.
  - k. Offer to sell or buy any product or service.
  - l. Record anything that infringes copyright.
  - m. Record information that he/ she knows to be confidential or sensitive or otherwise in breach of the law.
22. The Company reserves the right to change any prize / benefits of the Event at any time without any prior notice or consultation.
  23. The Company reserves the right to offer the Prize to other participants should a winner is unable, for any reason, to accept the Prize.
  24. The Prize & the Event should not be used for any commercial gains by the winner.
  21. Participant hereby authorizes The Company to communicate with him / her from time to time about the matters connected with the Event.
  25. Participants agree to make themselves available for publicity purposes if requested by The Company and agree to the use of their name, photograph/image and quotes for such publicity.
  26. The Participant will not share any information related to the event to any person without prior permission from The Company
  27. In the event of a dispute the decision by The Company is final and binding and no correspondence will be entertained in this regard.
  28. All rights as to choosing the winner vest with The Company and shall be done as per the procedure adopted by The Company with or without supervision of any third party.
  29. Whenever called for, participant will be required to complete all formalities as may be communicated by The Company, its agencies, its group companies and/or its affiliate including but not limited to providing his/her authentic and correct information, failing which he/she shall be disqualified at any time or at any stage. In case false information is revealed at any time after participation, the Participant shall be liable to return all benefits provided under the Events.
  30. The Company reserves the right to restrict / bar any person from participating in the Event without quoting any reasons for the same.
  31. These Terms & Conditions and the Event shall be governed by Nepali law only. Any claim, dispute or lawsuit arising about them or the Event shall solely be subject to the exclusive jurisdiction of the Courts of Nepal.
  32. All the content entered by participant becomes The Company's property and can be used by the company as, where & when they deem appropriate.
  33. It's assumed that the Participants who have successfully submitted their entry have read the Terms & Condition and agree to it without any conditions.
  34. The Company shall not be responsible for any loss or damage due to Act of God, Governmental action, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for the same.
  35. The Event participants may be contacted on their mobile number during Event participation. The Company shall not be liable in any manner whatsoever for any participant who cannot be contacted on the mobile number.
  36. The prize winner shall execute all such documentation as deemed necessary by The Company and allow The Company and their assignees to use, display, copy, modify, distribute, publish, sell, assign, exchange, license, sub-license, in all and all locations, in any medium, form or format, in any number, the picture, image or likeness and the

reproductions of the winner, and any biographical information furnished by the winner to The Company.

37. The winner shall be required to provide self-attested proof of identity, confirmation of his/her mobile number along with the auto-response received acknowledging his/her participation, proof of residence and all other documentation as required by law.
38. Winner must claim the prize in the manner communicated by The Company and within the time limit specified by The Company. The database of mobile numbers can be used by The Company in future for any lawful purpose as deemed fit by The Company.
39. All government taxes applicable for the prizes given to winners or participants of the event will have to be paid by the Participants only and not by the Company.
40. In case of change in date of Event or cancellation thereof for any reason beyond control of The Company, The Company shall not be responsible in any manner whatsoever.
41. If any provision of these Terms & Conditions is held to be invalid or unenforceable to any extent for any reason including because of any law or regulation or government policy, the remainder of these Terms & Conditions other than those which are held invalid or unenforceable, shall not be affected thereby, and each provision of these Terms & Conditions shall be valid and enforceable fully permitted by law. Any invalid or unenforceable Terms & Conditions shall be replaced with Terms & Conditions, which are valid and enforceable and most nearly reflect the original intent of the unenforceable Terms & Conditions.