

OC-KISG Online Registration form Terms & Conditions

Terms and Conditions for Participation:

I declare that I have read and agree to be bound by the conditions of registration below and that the details provided on the registration form are, to the best of my knowledge true and correct.

Rules, Regulations and Policies:

By agreeing to these terms and conditions the Player:

a) agrees to be bound by the Rules, Regulations and Policies of the national sports federation & as specifically confirmed by the Games Technical Conduct Committee of the OC-KISG,

b) Acknowledge that his or her failure to adhere to the Rules, Regulations, and Policies of either of the committee or sport, may result in him or her being dis-qualified.

Assumption of Risk:

By agreeing to the conditions set out in this Registration Application, the Player acknowledges and agrees that:

a) participation in sport in which physical injury may occur from time to time;

b) He or she is none the less desirous of playing in the event; and

c) He or she takes upon himself or herself the risk (both physical and legal) of injury arising during training for and participating in the Khelo India Youth Games.

Limitation of Liability and Release:

The player acknowledges and agrees that:

a) By accepting to bear the inherent risks of playing, he or she will not bring any claim or proceeding against the OCKISG for any damage, loss or injury whatsoever that he or she may suffer from participation.

Photographs:

You consent to OCKISG using your name or image (including photograph) in any form or medium for general marketing and promotional activities.

Registration of Players Under 18 Years of Age:

Where the Player is under 17/under 21 years of age, by completing this Registration Application, the Parent or Guardian of the Player:

- a) Acknowledges that he or she has read and explained the contents of this Registration Application to the Player.
- b) He or she consents to the Player playing subject to the Terms and Conditions in this Registration Application.
- c) Declares that the statements made in the Registration Application are to the best of his or her knowledge and belief true and correct.

Privacy Policy:

The Primary purpose of obtaining personal information is in relation to the Players registrations for the Khelo India Youth Games. The OC-KISG may also use the information for other purposes agreed above.

Age Category:

The player acknowledges and agrees that:

They are born on or after date (U17/U21) and hence they are eligible to participate in the Khelo India Youth Games.

I know that during verification of documents at the time of reporting, if any discrepancy is detected in original document including name, father's name, date of birth, class, admission number, school name, eligibility and gender, then my unit's team / players Participation will be liable to be cancelled.

School Bonafide certificate:

The player acknowledges and agrees that:

School bonafide certificate of each & every player of the team issued by the school in which the player is studying and should have the signature of Principle / Head Master of school

Birth certificate:

The player acknowledges and agrees that:

Only the certificate issued by the Statistic Department of state/UT Govt. /Central Govt. or Municipal Corporation shall be acceptable.

Arrival & Departure:

All players will be provided accommodation & catering services only 24 hrs prior to and after their respective sports competitions. e.g. A swimmer will be provided accommodation & catering only 24 hrs before and 24 hrs after the swimming competitions of KISG.

Anti-doping:

All players will be required to undergo anti-doping control as per NADA rules.

Broadcast:

The player hereby irrevocably and perpetually assigns to OC-KISG and its Broadcast Partner, all rights, title and interest including rights in any form of intellectual property including copyright and any form of rights in Exploitation vested in and to the Performance for perpetuity throughout the World. It is agreed that the provisions of Section 19(4) and 19 A of the Indian Copyright Act, 1957 shall not apply to this Release. To the extent that the assignment of Performance in relation to future medium or mode of exploitation of Performance is not held valid by operation of law, notwithstanding the assignment of such rights in favour of OC-KISG and its Broadcast Partner. I hereby also grant, an irrevocable, exclusive, sub-licensable, perpetual right to OC-KISG and its Broadcast Partner for such future medium or mode of exploitation as may be developed in the future, for the entire world. I agree and acknowledge that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of exploitation of the Performance to any third party in breach of the Participant's and/or my obligation herein, anywhere in the world shall be null and void.

For the purpose of the Release Form and these T&Cs ("Release"), the term "Exploitation" shall mean the utilization of the Performance in any form including but not limited to incorporation of the Performance in the Programme and/or any other programme or film or any other mode or manner as may be decided by OC-KISG and/or its Broadcast Partner at its sole discretion in respect of the Performance, conversion of Performance from one format to another, communication to the Public, Broadcast, Performance in Public, adaptation, synchronization, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising, remakes, sequels, prequels, versions, translations, including but not limited to the broadcasting thereof by radio, internet, mobile, public addressing system and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per- View, NVOD, SVOD, PVOD, FVOD made available for being seen or heard

or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based), any form of web based applications, computing & networking devices, mobile/telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future.

For the purpose of this Release, the terms 'Broadcast', 'Communication to the Public', 'Performance /Perform in Public', 'Sound Recording', 'Musical Works', 'Visual Recording' shall have the same meanings as defined in the Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

I hereby acknowledge and agree that:

(a) OC-KISG and its Broadcast Partner by virtue of being the exclusive owner of the Performance and all rights, title and interest vested in the Performance, as assignee of copyright in the Performance and all rights, title and interest in the Performance, has exclusive and sole right to itself exercise as it deems fit as well as authorize, assign or license the Exploitation of the Performance and all rights, title and interest vested in therein or any parts thereof.

(b) OC-KISG and its Broadcast Partner are the exclusive and perpetual owner from inception till perpetuity and throughout the world of the Performance as well as of Sound Recordings incorporating such Performance and of all copyright or other intellectual property rights in such Performance in Public and Sound Recording.

(c) OC-KISG and its Broadcast Partner shall be entitled at all times to the exclusive right of production, reproduction, distribution, sale, exploitation, use and performance (including without limitation by means of broadcasting, diffusion and other forms of transmission whether via computer and for telecommunications networks or in any manner whatsoever) throughout the world, for perpetuity by any and every means known now and invented at a future date of the recording(s). I hereby agree, to waive any so called 'moral rights' vested in favour of the Participant under law.

(d) OC-KISG and its Broadcast Partner shall be entitled to license or assign any rights acquired hereunder pertaining to the Performance, including but not limited to the rights of manufacture, distribution, sale, use and performance (including broadcasting) to third parties.

OC-KISG and its Broadcast Partner shall at all times have the right in its sole and absolute discretion to decide according to their commercial judgment how to exercise the rights granted herein. I hereby release, discharge and agree to hold harmless OC-KISG, its Broadcast Partner, its legal representatives and assigns, and all persons acting under its authority from all claims, causes of action and liability of any kind, now known or unknown, in law or in equity, based upon or arising out of the Performance and OC- KISG and its

Broadcast Partner's exploitation thereof or this Release, including, without limitation claims arising out of copyright and the Participant's right of publicity.

OC-KISG and its Broadcast Partner shall have a non-exclusive, perpetual, royalty-free, worldwide and irrevocable right and license to use and publish the Participant's name and professional name (if any and as the same may change from time to time) photographs and likenesses and biography for labelling, cataloguing, marketing and exploiting the recordings, etc.

I hereby acknowledge and confirm that the Participant's participation in the Programme involves certain risks of physical or bodily injury, and I am aware of such dangers and risks to the Participant's person and property. I also understand that by participating in the programme, the Participant may also be exposed to certain risks and dangers that may presently be unknown. I confirm that in light of the potential risks and dangers of participating in the Programme, the Participant shall fully comply with applicable laws, policies, rules and regulations, and any instructions provided by any representative of OC-KISG and its Broadcast Partner regarding participation in the Programme. I hereby also understand and agree –

- (a) that OC-KISG and its Broadcast Partner does not insure any Participants in relation to their participation in the Programme
- (b) that any insurance coverage in relation to claims arising out of injuries or bodily harm suffered by the Participant during the course of his/her participation in the Programme shall be through personal insurance and
- (c) OC-KISG and its Broadcast Partner shall have no responsibility or liability for injury or bodily harm suffered by the Participant during the course of participation in the Programme. I further acknowledge and confirm that I have voluntarily elected to participate in the Programme with full knowledge of the dangers involved and hereby agree to accept and assume any and all risks of property damage, personal injury or death.

In consideration for the Participant being allowed to voluntarily participate in the Programme, I hereby agree to forever:

- a. waive, release and discharge OC-KISG and its Broadcast Partner and their officers, directors, employees, agents and/or representatives from any and all liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the Participant as a direct or indirect result of his/her participation in the Programme;
- b. defend, indemnify and hold harmless OC-KISG and its Broadcast Partner and their officers, directors, employees, agents and/or representatives from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from the Participant's actions during his/her participation in the Programme; and
- c. consent for the Participant to receive medical treatment, which may be deemed advisable in the event of an injury, accident or injury during the Participant's participation in the Programme.

I warrant represent and undertake that

- a. as on date of execution of this Release, the Participant is a minor child and I am the parent/legal guardian of the Participant;
- b. I have the unfettered right to execute this Release;
- c. Neither the Participant, nor I have not done or permitted to be done and will not do or permit to be done anything which may curtail or inhibit any of the rights granted to OC-KISG and its Broadcast Partner hereunder;
- d. the Participant and I have no objections whatsoever to the aforementioned assignment of all of the Participant's rights, title and interest in the Performance to OC- KISG and its Broadcast Partner; and
- e. the Participant and I will not indulge in any act that may be likely to be prejudicial to the business/goodwill of OC-KISG and its Broadcast Partner.

This Release shall be governed by and interpreted in accordance with the laws of India. If a dispute arises in relation to the rights granted under this Release, such dispute shall be subject to the exclusive jurisdiction of the courts of New Delhi, India.