

Following terms and conditions (the “Terms and Conditions”) shall apply to **The Better India #NokiaC3ForChange** contest (hereinafter called “the Offer”) detailed below. For the purposes of these Terms and Conditions, the term ‘Organizers)’, when used with reference to a legal entity, shall mean **HMD Mobile India Private Limited (“HMD”) and Vikara Services Private Limited (“The Better India”)** (and their affiliates) only.

1. Only Participants/Nominees (“Participant(s)”) above the age of 18 years are eligible to participate in this Offer. Only one entry and Prize per Participant shall be considered for this Offer.
2. The employees and family members of the Organizer(s), and those belonging to the related Retailers and distributors shall not be eligible to participate in this Offer.
3. The Offer is open to individual(s) only. These individuals may be a part of an organisation, either as a founder/driver of the initiative, or even implementing work on the ground. Any individual may nominate another individual with his/her permission for the Offer in accordance with these specified Terms and Conditions.
4. To participate the Participants/individuals on behalf of the Nominees must submit their entries only on the Select Social Media Platforms via the Typeform [**Facebook, Twitter, Instagram & LinkedIn**]. Any Entries submitted on any other platform or otherwise will not be valid.
5. It is hereby clarified that any entry which is on any social media platform other than the Select Social Media Platform via the Typeform [**Facebook, Twitter, Instagram & LinkedIn**], will not be valid and will not be eligible for the benefits under Offer.
6. The nominations for the Offer are open only for those who are currently residing in India.
7. Under the Offer the Participant’s stories shall be shared/advertised/marketed over various digital and non-digital platforms by the Organizers beginning from **16th December 2020** until **28th February 2021**. The Participant’s/nominee’s and the winner’s stories and pictures may be shared by the organizer(s) to spread the impact of their contribution.
8. Under the Offer, stories shared by the participants/nominees shall be advertised and marketed in any manner that the Organizer(s) deem fit during the Offer and post the Offer as well. The Organizer(s) may use any personal information and details of the stories the entrants provide in connection with this Offer for the purpose of the promotion, and also in advertisements, publications, media statements and other promotional material associated with the promotion.
9. The Better India and HMD will together decide the winner of the **Offer** for which they will look at a wide range of attributes of the Participants. These include details on:
 - The Challenges faced by the Participant/Nominee
 - Their contribution towards society
 - Level of difficulty to operate in the impacted geography
 - Requirements of the beneficiary
 - Frequency of the efforts/impact
 - Innovation in the nominee’s intervention

- Ability to scale the efforts

10. Once the winner(s) of the Offer is/are declared, The Better India will get in touch with the winner(s) to confirm their details which are required to be supported with necessary documents and proofs in order for the prize(s) to be delivered.
11. All Prizes will be delivered to the winners by **HMD Mobile India Private Limited**, in due course, at the address submitted by them. The Organizer(s), or anyone else on its behalf shall not be responsible if the gift/prize is not delivered due to wrong address submitted by the winner or if the assured prizes are not collected by the winners.
12. In case of any issues with regards to the devices received by the winner(s), Authorised Nokia Service Centre needs to be contacted.
13. The selection of winners will be at the sole discretion of Vikara Services Private Limited and HMD and will be final and no enquiries whatsoever will be entertained from any individuals or groups in this regard.
14. In case of any dispute with respect to the authenticity of the claim or any duplicate/fraudulent claim/s, the Organizer(s) reserves the right to cancel any of the prizes, if genuine winner(s) cannot be established.
15. The Better India shall receive data through the entries via the Typeform and shall store and access such data in accordance with the applicable laws. Where the collected data is shared with HMD, it shall be stored and accessed in accordance with the applicable laws. The Organizer(s) of the Offer will not be held responsible for such collected data under any circumstances.
16. The Organizer(s) at its sole discretion can provide alternate colour or model options or alternate items of equivalent value to be determined by the Organizer(s) subject to availability and its discretion. Pictures of the items/goods shown in the Offer website and/or announcement mailers may differ from the items/goods given.
17. The prize under this offer is non-transferable and cannot be clubbed with any other offer or competition organized by the Organizer(s). The prize under this Offer cannot be exchanged for cash or kind, and no such requests will be entertained.
18. The Organizer(s) reserves the right to alter, amend, extend, withdraw, discontinue or otherwise change the Offer at any time without any liability.
19. All prizes will be subject to Indian laws, including tax regulation as and when applicable.
20. For the purpose of clarification and avoidance of doubt, prize does not include any personal expenses incurred by any of the aforesaid winners, who shall be solely responsible for all the expenses, taxes whether additional or incidental, required to be incurred to avail his/her prize.

21. Subject to applicable laws, the Organizer(s) or any party acting on its behalf shall not be liable for any losses, taxes, liabilities or inconvenience suffered by any participant as a result of these terms and conditions, entering into this Offer or accepting any part of the prize.
22. Participants agree that any Nokia Corporation entity and the Organizer(s) is/are not liable for this Offer and will not be responsible to the Customer or any third party for any liabilities or issues with respect to this Offer. This Offer is being made solely by the Organizer(s) hereto.
23. The Organizer(s) and its affiliates shall not be responsible and / or liable for any loss caused to any winner or any companion due to any defects/damages in the Prize(s). The Organizer(s) will not accept any liability or responsibility for any damage, loss, injury or disappointment suffered by any participant or winner as a result of the Offer or accepting any Prize as the case maybe.
24. The Offer shall be governed by and construed in accordance with the laws of India. Any disputes, differences and, or, any other matters in relation to and arising out of the Offer and, or, pertaining to the Terms and Conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Organizer(s). The venue of arbitration shall be New Delhi.