

Terms & Conditions

Marico Ltd , (hereinafter "Organiser") is hosting an education program through a cell phone enabled platform under which tutorial for learning English can be provided by volunteers to certain children who wish to connect with the volunteers via the program. The program has been titled as 'Nihar Shanti Pathshala Funwala' (hereinafter referred to as 'Education Program') as part of the Corporate Social Responsibility (CSR) initiative by Marico Limited (Company). An interested volunteer is required to fill up the registration form, with certain identification and personal details and shall agree to the below terms and conditions. For the purpose of the below Term, each volunteer shall be individually referred as "You" or "Your" and its grammatical variations below.

By clicking on the box besides the words 'I have read and agreed to the Terms and Conditions' in the online registration form, You agree to the following terms and conditions ("Terms") without any exemption. You agree that these Terms shall be constitute the entire agreement between You and the Organiser while volunteering for the Education Program. :

1. You are an Indian national with above 18 (eighteen) years' age.
2. You wish to volunteer for the Education Program hosted by the Organizer as a support to Program without any compensation or credits in return.
3. By accepting to the following Terms You hereby give Your non-revocable approval and consent for volunteering Yourself in the Education Program, until such time till You withdraw Yourself from the Education Program
4. You represent and warrant that You possesses the necessary knowledge and skill to interact with, understand and provide English tutorials under the Education Program for children.
5. The Education Program will be open for registration on the _____website.
6. You acknowledge and understand that while providing the lessons under the Education Program You shall be fully conversant in Hindi and English languages and be able to communicate in spoken Hindi and English languages to the children in clear, audible, understandable, candid, polite and lucid tone.
7. Decision of the Organiser will be binding and final to accept or reject entries to registration or disqualify any volunteers.
8. By volunteering in the Education Program, You have agreed and consented to the non-negotiable, irrevocable and unconditional term without any exemption that You are fully aware of the child protection laws and rights in India and will mandatorily protect, safeguard and comply with all the laws of land for protection of Children's rights.
9. You have agreed and consented that Your conduct will be in strict compliance with the Child Protection laws. Your conduct throughout the training will not violate any laws of the land including safeguards under the Child Protection Rights.
10. You have agreed and consented that in Your conduct, act, behavior including but not limited to Your speaking tone, content, You will not use, act, behave, project and/or perform Your conduct that is harmful, fraudulent, threatening, abusive, harassing, tortious, defamatory, vulgar, profane, pornographic, obscene, libelous, offensive, or otherwise objectionable; or that promote discrimination, bigotry, racism, hatred, harassment or harm against an individual or group; or that promote illegal or harmful activities or substances; or that have the effect of harassing or stalking any person, or otherwise offend the acceptable use of moral, ethical, emotional, psychological and/ or physiological including socio-economic aspects under the Child Protection Laws / Rights.
11. You shall in no manner ask, seek or enquire about any personal details of the children, including their contact address, schools, family details, etc. and shall in no manner use such information for soliciting a relationship or contacting the child after or during the continuation of this Education Program.
12. You have approved, agreed and consented that Your overall individual conduct and process followed while imparting education program will be subject to monitoring, recorded for its sanctity, genuineness, safeguard, protection including the methodology / approach to child psychology. The Organizers may retain such recordings for compliance with the applicable law.
13. In case of any deviation from the guidelines or any act or omission by You which in the reasonable judgement of the Organizer is in contravention of the applicable law, the Organizer shall have a right to reach out to the applicable legal, judicial or administrative authority and initiate necessary actions against You.
14. You agree and consent to the Organiser that the Organiser it reserves its sole right to disqualify / remove with immediate affect any volunteer at any point in time observed any violation including the Term as brought out in Term No. 10 for any misconduct, violation of any right under child protection laws, non-acceptable behavioral conduct or issue/s including any reason for not meeting the objective of the desired mobile Education Program.
15. You have accepted and consented to the Organiser that it reserves and exercises its absolute rights to accept or reject registration, disqualify / remove with immediate affect any volunteer at any point in time without attaching any reason of whatsoever nature.
16. By accepting to the terms and conditions You have given Your approval and authorisation to be part of any photograph, shooting, recording (including any recordings for monitoring purposes) and videography conducted by the Organiser for the Education Program.
17. Before or following the participation and/ or selection in the Education Program, You shall not in any manner publicize or make any reference to Your enrolment, selections or use the name of Organizer or the Education Program for publicity or social media postings. If You intend to make any publication or statements, such publication shall be made only after review and the receipt of a written consent from the Organizer. The Organizer retains a right to deny or review any statement or publications.

18. You understand, agree and consent to the Organizer that the Organizer may
 - a. store and use any of the personal identifiable information including contact details for communication and the data provided by -You under the form; and use the same for communicating or sending periodic updates to You of various programs or initiatives of the Organizer;
 - b. create a video, take photo or audio, or in any manner do the media coverage of the event and use the same coverage in perpetuity in any manner whatsoever and at any forum, including TV, radio, micro- blogging (you tube, twitter, facebook etc);
 - c. retain the copyright any all other intellectual property rights in the media coverage, the Education Program and all content created under the program; and
19. By signing off the terms You have granted absolute right to use images, recording (including any recordings made for monitoring purposes) and/or photograph across all print, digital, TVCs or in any other medium as the Organiser requires and irrevocable right and unrestricted permission to use, re-use, display, distribute, transmit, reproduce, publish, republish, copy, either in whole or in part, digitally, in print, or any other medium now or hereafter known, for use of the said photographs/videos in India or worldwide without any cost, royalties or compensation whatsoever and the copyright and use thereof shall vest solely with the Organiser or their subsequent assignees.
20. By signing off the terms You have hereby assigned all other rights to the photographs, recordings and videos', if any, in favor of the Company. You have further consented that the said photographs and or videos shall be used with or without adaptation and or representation in part or whole as the case may be for all purposes, related to reporting of the CSR activities.
21. You agree that You have agreed to volunteer for this program on a support basis and You shall not be paid any compensation or given credits or awards for You volunteering.
22. You have voluntarily allowed Yourself to be a part of the Mobile English Learning Education Program conducted/organized by the Organiser
23. The Organizer and the Company shall in no event shall be responsible or liable for:
 - a. any damage, loss, injury, costs or disappointment suffered by You
 - b. any indirect damages, loss or opportunity, loss of profit or any loss or damage that is not reasonably foreseeable or occurs under the Education Program;
 - c. any injury or damage to an entrant's or any other person's computer systems relating to their participation in the Education Program.
24. You hereby agree to indemnify, defend and hold harmless, the Organizer, and each or the knowledge partners, sponsors, employees, agents or other representatives of the Organizer against any loss, claim, demands, costs, damages, judgments, expenses or liability arising out of or in connection with any or all claims whether or not groundless, that may be brought against the Organizer and all persons mentioned above by any third party in connection with the Education Program.
25. The Organizer's total liability under this Education Program arising or attributable to You or any third party claims, including indemnity obligations shall not be more than five thousand Indian rupees.
26. Organizers/Marico reserves the right to cancel, modify, extend or withdraw the Education Program at its sole and absolute discretion.
27. Organizer/Marico shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss.
28. Organiser/Marico shall not be responsible for incorrect or inaccurate transcription or registration of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, faulty, incomplete, incomprehensible, or erased computer or network transmissions, line failures of any telephone network, failure of computer equipment, software, inability to access any online service or web site, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer related or related to website to or resulting from participation or downloading any materials in this Education Program.
29. While submitting the registration form represents and warrants to the Organiser and its sponsors, that
 - a. You have the necessary skills to volunteer for the program and you will devote reasonable time and effort for such volunteering
 - b. all the information provided under the registration form is true and correct in all materials aspects; and
 - c. You have not been involved or convicted under any criminal offence, breach of intellectual property or corruption charges.
30. You agree and acknowledge that the Organizer retains a right to receive any grants, sponsorship or other donations from various corporates or other entities. The names and details of such entities may be used in any and all media coverage and communications in relation to the Education Program.
31. You acknowledge that as a part of the Education Program, You may receive certain proprietary or confidential information of the Organizer, the sponsors or other volunteers or the children. You agree to keep such information

confidential during the Program and thereafter and not to use such Information for any benefit or in a manner detrimental to other participants, the Organizer, the knowledge partners or the Company. Such information shall not be used in any manner in contradiction to these Terms.

32. These terms and conditions shall be read and construed in accordance with the laws of India. All disputes relating to this Education Program shall be subject to the exclusive jurisdiction of Courts at Mumbai only and no other Court shall have jurisdiction.
33. In case of any doubt, You can [contact us](#)
34. You acknowledge and agree that You have received independent legal advise and have read through and you understands each of the above mentioned terms and conditions. By agreeing below, You provide Your irrevocable consent and agreement to be legally bound by these terms and conditions and all rules, regulations and principals of the Education Program.
35. Your below acceptance, an acceptance given on an email or website shall also be considered as consent of You to be part of the Education Program and be legally bound by these terms.

'I have read and agreed to the Terms and Conditions'