



Website Terms and Conditions

Please read this page carefully. It sets out the terms which apply to your use of the website www.bettercottonchallenge.org (“the Website”) and any part of its content and all materials appearing on the Website. By using the Website you agree to comply with these Terms and Conditions.

This Website is the property of Better Cotton Initiative and Better Cotton Growth and Innovation Fund which inter alia provides information (including, but not limited to, articles, publications, videos, products, graphics, software and pictures) (the “**Content**”) in respect of BCI and the Better Cotton Innovation Challenge (“**Challenge**”) conducted on the Website. Kindly refer to the Privacy Policy available on the Website.

1. General Terms of Use

- a. For the purpose of these terms and conditions (“**Terms and Conditions**”), wherever the context so requires, “**You**” or “**Your**” shall mean any natural or legal person who has agreed to use the Website. The term “**We**”, “**Our**”, “**Us**” shall mean and/or its affiliates.
- b. We reserve the right to change, modify, add or remove these Terms and Conditions at any time, without prior written notice to You. It is Your responsibility to review these Terms and Conditions periodically for updates/changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions.
- c. Accessing, browsing or otherwise using the Website indicates Your agreement to all the Terms and Conditions, so please read these Terms and Conditions carefully before proceeding. By impliedly or expressly accepting these Terms and Conditions, You also accept and agree to be bound by Our policies (including but not limited to the Privacy Policy) as amended from time to time.

2. Defined Terms

Capitalised terms used but not defined herein shall have the respective meaning given to such term on the Website as the case may be.

3. Eligibility to Use

You must be at least 18 years of age to use the Website.

4. Your responsibilities



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You are allowed to browse the Website to understand and register for the Challenge. However, You must not:

- i. Download, print, copy or otherwise reproduce any content except those which relates solely to You; or
- ii. View, copy, print, display, transmit and distribute publications, documents and other content found on the Website and Virtual Immersion Sessions (such as FAQs, datasheets, Better Cotton Initiative and Better Cotton Growth and Innovation Fund Programme Content and so on), unless it is for Your personal, non-commercial use
- iii. Remove or change anything on the Website or add anything to it, including without limitation by unauthorized changes through system manipulation or hacking.

You must only use the Website for lawful purposes, and You must comply with all applicable laws, statutes and regulations. You must not use the Website to:

- a. Harass, stalk, threaten or otherwise violate the rights of others or publish any third party information or use any third party intellectual property without proper authorization;
- b. Harm or threaten to cause harm to minors;
- c. Impersonate anyone else or otherwise misrepresent Your identity or status;
- d. Publish any information on the Website that may be harmful, harassing, blasphemous, defamatory or unlawful in any manner;
- e. Publish any information on the Website that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- f. Publish any information on the Website that violates any law for the time being in force;
- g. Provide false, inaccurate or misleading information;
- h. Send or receive what We reasonably believe are potentially fraudulent funds;
- i. Refuse to cooperate in an investigation or provide confirmation of Your identity or any personal information You provide to Us;



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- j. Take any action that may cause Us to lose any of the services from internet service providers, payment processes;
- k. You must not hack into the Website or any other related computer system, make excessive traffic demands, deliver viruses or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Website or damage or destroy Our reputation.

5. Disclaimer of Warranties and Liabilities

- a. The Website and its components, all materials and services, included on or otherwise made available to You through this Website are provided on “as is” and “as available” basis without any representation or warranties, express or implied except otherwise specified in writing.
- b. The Website may be inaccessible for such purposes as it may, at its sole discretions deem necessary, including but not limited to regular maintenance. However, under no circumstances will We be held liable for any losses or claims arising out of such inaccessibility to You and You expressly waive any claims against Us in this regard.
- c. In no event shall We be liable for incidental, punitive, exemplary, indirect or consequential damages, loss of any software or data, loss of opportunity, loss of use of computer equipment, software or data or for any other similar damages arising under or relating to any aspect of Your use of this Website or relating to a breach of these Terms and Conditions including without limitation, the underlying privacy policy of this Website.
- d. The Website may consist of hypertext links or features generated by third parties, for information purposes only. Such websites shall consist of their own usage terms and conditions, which in no way shall be construed to be the same as our Website. We are not responsible for the content of any other third-party sites or other pages linked from or linking to this Website. We have not verified the content of any such sites. It will be Your responsibility to check their terms and conditions and privacy policy before submitting any such information or sharing any other data with them. We shall not be held liable for any content published or breach of any security on the part of those websites.
- e. While We will use reasonable efforts to ensure that all information on the Website is correct, We will not accept any liability for any error or omission. The information on the Website is provided as a general guide only and not for any specific purpose.
- f. You will indemnify, defend and hold harmless, at your expense, against any third party claim, suit, action, or proceeding brought against Us (and our officers, directors,



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employees, agents, service providers, licensors, and affiliates) by a third party arising out of or relating to: (i) the unauthorized use of the Website; (ii) Your non-compliance with or breach of these Terms and Conditions.

6. Intellectual Property Rights

- a. These Terms and Conditions provide access to and use of the Website and You are not granted a license to any software or any other intellectual property under these Terms and Conditions.
- b. All intellectual property and other rights in any information or material accessible at or available from the Website, including any text, graphics, data and screen lay-outs and software relating to the Website ("**Content**") belongs to Us. You agree not to use, copy, reproduce, rent, lease, sell, distribute, modify, redistribute, transmit, resell, broadcast, display, perform, publish, license, frame, transfer, or create derivative works based on the Content, or the Website in whole or in part, by any means, except as expressly authorized in writing by Us. Access to the Website does not give You, any right to use any of Our marketing material, business names, trademarks, logos, domain names or other distinctive brand features. Other trademarks used on the Website that belong to third parties are used with permission and remain the intellectual property of the third party.
- c. We are not bound by any agreement with You for ensuring security of their intellectual property appearing on the Website. You hereby agree and undertake to be solely responsible in the event of any claim(s) or dispute(s) that may arise in this regard.

7. Report Abuse and Take Down Policy

We reserve the right to terminate Your access to the Website at any time without prior notice. In the event the Website or You become aware of any objectionable content on the Website including but not limited to violation of privacy, misuse of personal information or violation of any intellectual property rights, in violation of these Terms and Conditions, then, such objectionable content will be taken down from the Website, without any prior notice.

For reporting any objectionable content, You may contact info@bettercottonchallenge.org.

8. Security



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The Company has its servers located in India as per the applicable laws and is compliant with all security practices required under the provisions of the Act and all rules made thereunder to ensure the integrity of the Website's security. Despite the Company's compliances, breaches of security and confidentiality could occur. You acknowledge that the Company will not be liable for any loss suffered by You as a result of any breaches in security.

9. Applicable Law

These Terms and Conditions shall be governed by and interpreted and construed in accordance with the laws of India. The courts in India shall have exclusive jurisdiction in respect of any matters arising herefrom.

10. Assignment

You may not assign Your rights or obligations under these Terms and Conditions to any third party without the prior express consent in writing of Better Cotton Initiative and Better Cotton Growth and Innovation Fund. However, Better Cotton Initiative's and Better Cotton Growth and Innovation Fund's obligations under these Terms and Conditions are freely assignable or otherwise transferable by Better Cotton Initiative and Better Cotton Growth and Innovation Fund to any third parties without the requirement of seeking Your prior consent.

11. Severability

If any provision of these Terms and Conditions is determined to be invalid or unenforceable in whole or in part, the remaining part of such provision and all other provisions herein shall continue to remain in full force and effect.

12. Waiver

Any waiver of any provision of the Terms and Conditions must be in writing and signed by Us to be effective. Failure, neglect, or delay by Us to enforce any provision herein or any rights or remedies hereunder, at any time, will not be deemed to be a waiver of all such rights under these Terms and Conditions.

13. Grievance Officer

For any queries related to this Terms and Conditions, correction of any personal information provided by you or for making a complaint about breach of privacy, you may contact the Grievance Officer at info@bettercottonchallenge.org



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