

Terms and Conditions :

ENTRY IN THIS GEOMENTOR PROGRAM (hereinafter "Program") CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. **Agreement:** In order to enter the Program, you must agree to the rules. Therefore, please read these rules as defined below prior to entry to ensure you understand and agree. You will be known as GeoMentor for this Program. You agree that the Program is a volunteer based program, hence no commercials are involved. Esri India Technologies Ltd. (hereinafter "Esri India") will not provide any remuneration or reimbursement for any expense incurred by the GeoMentor.
2. **Eligibility:** All the students(UG/PG/Research scholars) of recognised university/institution of India who are GIS users are eligible to participate.
3. **Entry Procedure:** Applications by eligible persons should be submitted to Esri India. Esri India reserves the right to accept or reject the application for GeoMentor Program. Any false information provided within the context of the Program by the GeoMentor concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these terms and conditions or the like may result in the immediate elimination from the Program.
4. **Scope:** GeoMentors shall work as an extended arm to Esri India's initiative of extending reach of GIS and shall work with schools in their region according to guidelines provided by Esri India. GeoMentors shall use the documentation and training materials provided by Esri India. In an event where the GeoMentor has taken a temporary license from Esri India, it is their duty to use the license only for the purpose of this Program. License cannot be used for any other purpose. Esri India holds the right to revoke or cancel the license at any stage.
5. **Content Restrictions:** GeoMentors may also develop the materials of their own however the material must not contain:
 - Nude, lewd or vulgar material.
 - Material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, copyright patent, trademark, trade secret or other proprietary right of any party.
 - Brand names or trademarks.
 - Material that promotes racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
6. **IP rights**
 - All materials provided by Esri India under this Program are proprietary of Esri India.
 - GeoInquiries, storymaps or any other curriculum related material developed by GeoMentors under this program, would be for public use and Esri India would have the right to include these as free offering for use as part of the K-12 Program of Esri India. GeoMentor expressly waives all moral and author rights in those materials.
 - GeoMentors shall not use the materials developed by them to compete with Esri India in any manner directly or indirectly.
 - GeoMentor shall indemnify, defend and hold harmless Esri India for any third party claims that arise or are alleged to have arisen as a result of negligent or intentional acts or omissions or breach by them of any term of this Agreement.
7. **Confidential Information:** GeoMentor acknowledges that, in connection with its participation hereunder, it may access or receive business information that is proprietary to Esri India. GeoMentor acknowledges that all such information and programs, constitute "Confidential and Proprietary Information". GeoMentor shall not divulge, copy, disclose or use same, in whole or in part, for any purpose other than for the purpose of this Agreement except with the express written consent of Esri India however, that confidential and proprietary information shall not mean or include:
 - any information which is publicly known or publicly available;
 - any information which becomes rightfully known to the contestant from a third party not bound by any restriction of non-disclosure;
 - any information which is expressly authorized to be disclosed by the company in writing.
8. **Publicity:** GeoMentor shall not use or refer to the materials or logos of Esri India in any form of publicity or advertising directed at the public at large without the express prior written consent of Esri India.
9. **Elimination:** Any false information provided within the context of the Program by GeoMentor concerning identity, mailing address, telephone number, email address or non-compliance with these terms and conditions or the like may result in the immediate elimination of the GeoMentor from the Program. Esri India further reserves the right to disqualify any GeoMentor who undermine the legitimate operation of the Program or reputation or interests of Esri India and should such an attempt be made, Esri India reserves the right to seek damages from any such Participant to the fullest extent of the applicable law
10. **Right to Cancel, Modify or Disqualify:** If for any reason the Program does not progress as planned, or any other reasonable cause that Esri India deem to be detrimental to its interests, Esri India reserve the right at its sole discretion to cancel, terminate, modify or suspend the Program and GeoMentor undertakes that it shall not claim any damages or costs from Esri India for immediate suspension of the Program.
11. **Restrictions on the Export of Technical Information:** Contestants must ensure that all materials used in the Program including training materials, documentation, are proprietary of Esri India and are subject to U.S. Export Control Regulations. Therefore, the materials should not be exported to any country outside India and not used in any nuclear, warfare or military purposes.
12. **Choice of Law:** These rules shall be governed by laws of India. All disputes, controversies and differences of opinion arising out of or in connection with this agreement or for the breach hereof which cannot be settled amicably by the Parties hereto shall be settled by a sole arbitrator appointed by the parties arbitration according to the provisions of the Indian Arbitration & Conciliation Act, 1996 and any amendments thereto from time to time. The decision of the sole arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Delhi. The arbitration proceedings shall be conducted in the English language. Any legal action or proceedings relating to this Agreement shall be exclusively instituted in competent courts at Delhi, India.