UNACADEMY RANKER REWARD PROGRAM FOR IIT JEE 2022

TERMS AND CONDITIONS

SORTING HAT TECHNOLOGIES PRIVATE LIMITED (hereinafter referred to as "Unacademy") has created and formulated a program entitled Unacademy Ranker Reward Program For IIT JEE 2022 ("**Program**") to recognize and acknowledge the Learners (*as defined in <u>Terms and Conditions</u>*) of Unacademy who have secured top ranks in IIT JEE 2022 exam they have attempted. ("Exam")

The Program shall be made available to all Learners who have appeared for the Exam, subject to the eligibility criteria specified below and these Unacademy Ranker Reward Program For IIT JEE 2022 Terms and Conditions_ ("Program Terms").

Registration is the first step in this Program. Accordingly, by registering for the Program, you hereby agree to have read and understood all the terms and conditions contained herein that govern your participation. Hence, we strongly advise you to thoroughly read and understand the eligibility criteria for participation in the Program and the remaining terms and conditions specified hereinunder along with the Platform Terms (*defined below*) before proceeding with registering for the Program. If you do not meet the eligibility criteria or if any of the terms and conditions are not acceptable to you, then you may not proceed with your participation in the Program.

For the purpose of these Program Terms, **"Platform Terms"** shall collectively mean and include Unacademy <u>Terms and Conditions</u>, <u>Privacy Policy</u> and any other policies and guidelines made available on the Platform, to the extent applicable.

These Program Terms and Conditions are an electronic record in terms of the Information Technology Act, 2000, the Information Technology (Amendment) Act, 2008, and other such applicable laws and regulations applicable to electronic records, as introduced/amended from time to time. These Program Terms along with the Platform Terms collectively form a legally binding agreement between you, the Learner [i.e., the **Participant** (as defined hereinafter)] and Unacademy in respect of your participation in the Program. By clicking on the 'I agree' icon or by submitting the registration form for participating in the Program, you hereby unconditionally consent, agree, and undertake to be bound by and adhere to these Program Terms and Platform Terms. These Program as determined by Unacademy, shall continue to subsist until completion of the Program as determined by Unacademy at its sole discretion, and hence, these terms and conditions shall continue to apply on the Participants for such duration.

A. Eligibility and Participation

All registered Learners of the Unacademy Platform *(defined hereinafter)* shall be eligible to participate in the Program. It is hereby clarified that Unacademy is not obligated to make available the Program for all the other exam categories and shall have the option to make available the Program for one or more exam categories in its sole discretion.

To participate in the Program, Participants will be required to follow the registration process that shall be communicated to them either via email sent by Unacademy and/or shall be provided on Unacademy's website <u>www.unacademy.com</u> and/or its mobile applications ("Platform"/ "Unacademy Platform") and register for the Program in accordance thereof, as may be applicable. All sign-up/registration forms must be submitted directly by the Participants and where the Participants do not fulfil the <u>Age Requirements</u>, then such sign ups/registrations should be done with the consent of and under the supervision of their parent or legal guardian in accordance with the Platform Terms.

Participants understand that to confirm their eligibility they may be required to submit scanned copies of their Exam admit card or registration card, application number, date of birth and any other information that may be requested by Unacademy at the time of registration and that the information they have submitted shall be used by Unacademy to check and verify the exam results of the Participants, once it is published.

Pursuant to Participants submitting the sign-up/registration forms, the information we collected therefrom may be used for various purposes of the Program and the Unacademy Platform, including to check and verify the exam results of the Participants, reach out to them, offer rewards, etc. For more details about the information we collect and process, please refer the section on '*Personal Information*' below.

After the exam results are published, Unacademy, after checking and verifying the results of the participants, shall reach out to selected rank holders through email and/or phone call. Selected Participants may be entitled to certain rewards subject to the selection parameters and criteria as set out in the "*Rewards*" section of the Program Terms , including a chance to be featured as a 'rank-holder' on the Platform; such offer to rewards and recognition shall be communicated by Unacademy, at its sole discretion. To know more, please refer to the '*Rewards*' section of these Program Terms.

Please note -

- (i) By registering for participation in the Program, Participants agree to provide their Personal Information as stated hereinabove and on the Platform. Any such Personal Information submitted shall be collected, stored, processed, and dealt with, in accordance with the Platform Terms, including the Privacy Policy of the Platform.
- (ii) Unacademy does not charge any fee for registration or participation in the Program. Participants must exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation in the Program. Unacademy shall not be liable to Participant(s) for any amount paid in this regard and Unacademy disclaims all responsibilities in respect of the same.

B. Personal Information

A Participant's Personal Information, including Sensitive Personal Information, that may be collected to enable such Participant to participate in the Program and enable rendering of Services *(as defined in the <u>Terms and Conditions</u>)* by the Platform, shall be collected, processed, and stored in accordance with the Unacademy's <u>Privacy Policy</u>. Participants shall have all the rights available to them under the applicable Data Protection Laws *(as defined in the <u>Privacy Policy</u>)* in accordance with the Unacademy Privacy Policy.

Unacademy shall use a Participant's Personal Information for facilitating this Program and rendering the Services with respect to the Platform in the most effective manner, to secure the Platform and make improvements, to perform market research and product analysis, to carry out Unacademy's obligations towards the Participant, and to communicate with the Participant. The said communication can either be by calls, text, or emails and for the purposes which include transactional, service, advertising or promotional related calls or messages about the Program and other offers, new products or services made available by Unacademy, and the Participant hereby consents to the same.

Any deletion request received from a Participant in respect of their Personal Information shall be processed in accordance with Unacademy Privacy Policy.

Notwithstanding the foregoing, in the event a Participant has already received a reward prior to a deletion request / withdrawing consent for use of its information, Unacademy shall comply with such request as per the terms of the Privacy Policy, subject to the said Participant refunding/returning the reward received by such Participant pursuant to these Program Terms.

C. Consent And Waiver By Participants

The Participant hereby consents to the use by Unacademy of his/her name, age, photograph, videos, voice recordings, rank, statements and/or testimonials ("Personal Attributes") for the purpose of publication, advertising, promotion on Unacadmey's online platforms, including but not limited to the Platform, and through any mode, medium, platform and/or format, including without limitation, in newspapers, magazines, other print media, on television, radio, internet and other electronic and/or in mailings for educational awareness.

Any testimonial or statements provided by the Participant and any other details pertaining to their use of the Platform, content available of the Platform, shall be exclusively provided to Unacademy and the Participant warrants to that extent.

Any marketing material created by Unacademy using a Participant's Personal Attributes shall remain the sole property of Unacademy, and the Participant shall have no claim of any nature against the same.

The Participant understands that the use of his/her Personal Attributes by Unacademy shall be made at its sole discretion without any further notice to the Participant. Unacademy shall have no obligation to consider Participant's inputs or feedback on the use of his/her Personal Attributes.

The Participant shall release, waive, and discharge claims of any kind or nature arising out of or relating to the use of his/her Personal Attributes against Unacademy or any person or firm authorized by Unacademy to publish the same in accordance with the terms hereof. Such release, waiver and discharge shall also extend to all group companies, affiliated companies, subsidiaries, shareholders, directors, officers, employees, agents and assigns of Unacademy and any publishers of the Personal Attributes in accordance with the terms hereof. Such a release shall be binding on the Participant, his/her respective successors, heirs, assigns, executors, administrators, spouse and next of kin.

The Participant hereby confirms that the chance provided by Unacademy to be recognized as a rank-holder in the Exam in accordance with these Program Terms, is sufficient consideration for the use of Participant's Personal Attributes by Unacademy in accordance with the terms hereof, and Unacademy shall have no liability to pay any consideration for any use of the Participant's Personal Attributes in accordance with these Feature Terms.

D. Rewards

Upon the results of the Exam being published, Unacademy may check the results of the Participants who have registered for the Program using the information provided, to check / validate the ranks of the Participants in such Exam.

Subject to the selection parameters and criteria, Unacademy may, at its sole discretion, choose to reward Participants who have secured a rank in the IIT JEE Main 2022 common rank list (general ranks only). including by way of providing a chance to be featured as a 'rank-holder' on the Platform ("**Rewards**"). The Participants shall be eligible for Rewards under this Program subject to the to the following:

- a. The Participants submits at the time registration for the Program or later as requested by Unacademy their roll number/application number/hall ticket number/registration number or/and other relevant details here to retrieve the result of IIT JEE Main 2022
- b. In order to be eligible for Rewards, Participants will be required to share a good quality photograph of themselves, with Unacademy, to be used for the purpose of promotional activities.
- c. In the event Unacademy requests the Participant, the Participant shall partake in activities such as (i) making promotional appearances on Unacademy owned or partner

channels of Unacademy; (ii) promotions on electronic/print media and talk shows as requested by Unacademy.

d. Participants shall be required to dedicate 3 (three) full days to attend and address seminars/webinars/ workshops with current and prospective Learners of Unacademy or any other event conducted by Unacademy

The Participant understands that obtaining a high rank in the Exam does not automatically qualify them for Rewards under the Program and shortlisting of Participants is based on selection parameters given above and as determined by Unacademy in its sole discretion.

The shortlisted Participants may be contacted and be required to submit additional information / documentation as may be essential for Unacademy to provision the Rewards. Unacademy does not accept any responsibility for any incorrect and/or incomplete communication details provided and/or delay in receipt of communication and/or non-receipt of communication.

Finally, upon collection and verification of the required documentation (as required), Rewards shall be processed to the shortlisted Participants within timeline as maybe determined by Unacademy at its sole discretion.

Unacademy shall be well within its rights to reject/ the Participant or choose another Participant in place of the originally shortlisted Participant if: (a) the documents or details provided by the Participant are invalid/incorrect/incomplete/ misleading /untrue or not acceptable in the opinion of Unacademy; (b) the Participant has not conformed to any of the terms and conditions contained herein; (c) the Participant does not sign the consent form or any other documents required, if any, by Unacademy concerning the Program; (d) any other reason as may be deemed appropriate by Unacademy.

The process of selection, number of Participants shortlisted for the Rewards and the type or form of Reward are to be determined and announced, and shall be subject to change, at the sole discretion of Unacademy and the decision of Unacademy shall be final and binding. The Participants are encouraged to check the Program Terms and the Platform Terms on a periodic basis to ensure that they do not miss out on any updates and modifications.

E. Disclaimers

- (i) Unacademy and/or its subsidiaries/affiliates shall not be under any obligation to the Participant in relation to the Program and the Participant shall have no claims whatsoever against Unacademy and/or its subsidiaries/affiliates relating to the selection process, gratification, or the running of the Program.
- (ii) Unacademy shall not be responsible for any errors or omissions in the terms and conditions contained herein. All information provided is provided "as is" without warranty of any kind. To the fullest extent permitted by applicable law, Unacademy disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement in respect of the Program.
- (iii) Unacademy shall have the sole discretion to discontinue/cancel the Program or any part thereof at any point in time and the Participant shall not raise any claim due to such discontinuation or cancellation at any time whatsoever.
- (iv) Unacademy shall not be held responsible in case of a server shutdown or loss of Participant's registration and/or other data. Unacademy shall not be responsible for any delay in receipt or non-receipt or incomplete or corrupt receipt of the registration or, other details of the Participant. Unacademy shall not be responsible for any technical difficulties or data corruption that may arise during the registration process. Further, Unacademy shall not be responsible and/or liable in any manner whatsoever in case the

Participant is unable to register for participation in the Program due to failure on part of the internet service provider, facility provider, etc.

F. Miscellaneous

All other provisions not specifically stated herein, including without limitation, provisions pertaining to governing law and jurisdiction, indemnity and limitation of liability, shall apply to the Participants *as is* stated under the <u>Terms and Conditions</u>, to the extent applicable.

G. Contact Us

For any queries/concerns regarding these Program Terms and conditions, Participants may write to us by email at <u>legal@unacademy.com</u> or by post to:

Sorting Hat Technologies Pvt Ltd

Maruti Infotech Centre, 3rd Floor, A-Block, Domlur, Koramangala Inner Ring Road, Bangalore- 560 071, Karnataka, India.