

INDIA INTERNATIONAL JEWELLERY WEEK 2017(IIJW)

23rd & 24th September, 2017

Venue: The St. Regis 462, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra, 400013, India

Registration No. _____

The Executive Director,
The Gem & Jewellery Export Promotion Council
Office No. AW 1010, First Floor, Tower A,
G-Block, Bharat Diamond Bourse,
Next to ICICI Bank, Opp: NABARD,
Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051
Maharashtra, India
Tel: 91-22-2654 4600

APPLICATION FOR REGISTRATION OF INTEREST FOR IIJW MUMBAI 2017

(Please use CAPITAL LETTERS only)

This Application is only for the REGISTRATION OF INTEREST for Selection at IIJW Mumbai, 2017 and does not confer any right for availing of Slot or Participation. Once the Applicant registering the interest is selected and makes full payment of the participation fees towards the Slot allotted, the Applicant shall be entitled to participate at IIJW, Mumbai, 2017 for the respective Slot.

Upon selection of the Applicant registering the interest for selection at IIJW, the terms & conditions as at ANNEXURE I to this Application for Registration of Interest shall be applicable irrevocably.

The applicant shall read the form carefully and submit it at the registered office of the council on or before 9th September 2017. This application for registration of interest should be duly signed and stamped by the authorized signatory on all the pages. Incomplete form or forms without proper documents & fees would be rejected without further notice.

SELECTION CRITERIA

1. Each applicant is requested to present a design direction / theme or story / inspiration for the jewellery collection along with the application form (Mandatory)
2. Council reserves the option of opting for selection strictly on the basis of design theme / presentation

1. Name of the Applicant registering the interest for selection: _____

2. A) Council's Membership No. (2017 – 18):

(B) Panel to which the Applicant belongs:

- | | |
|---|---|
| <input type="radio"/> Diamond Panel | <input type="radio"/> Gold Jewellery Panel & Other Precious Metal Jewellery Panel |
| <input type="radio"/> Coloured Gemstone Panel & Pearls Panel | <input type="radio"/> Silver Jewellery Panel |
| <input type="radio"/> Synthetic Stones/Costume/Fashion Jewellery & Sales to Foreign Tourist Panel | |

3. Full Address (for correspondence): _____

4. Tel. No. (with area code): _____ Fax No. (with area code): _____

5. Mobile No: _____ 6. Email Address: _____

7. Website: _____ 8. Details of contact person (For co-ordination): _____

(Application will be deemed to be incomplete and subject to rejection if e-mail address is improperly mentioned. Please note that all official communication by and on behalf of the Council will be preferably done only by the email address provided herein. You may also provide any alternative e-mail address for smooth communication. The Council will not be responsible in any manner whatsoever for mis-communication on account of wrong email address mentioned herein or due to any technical error or snag. Thus the applicant hereby explicitly agrees to receive e-mailers & SMS alerts only on the above given details.)

Signature _____ Date & Company Seal _____ Name of the Authorised Signatory _____

9. Category to which the Applicant registering the interest belongs: _____

- Designer (i.e., An individual jewellery designer who designs on his/her own capacity under own label and is an established brand or entity under a brand name)
- Design House (i.e. A group of jewellery designers led by any leading / famous designer or a company)
- Budding Designer (i.e. Any student pursuing jewellery designing course from any Institute or any freelancer or any individual designer working individually or in any jewellery firm and does not have any brand (of his/her own), any boutique, show room, etc.)

10. STRUCTURED PROFILE of the Applicant registering the interest for selection:

(Please USE an additional sheet / annexure wherever required for this section. Those who participated in the previous edition in August 2015 are not required to submit the structured profile however the theme and design direction shall be submitted by all the applicants.)

(a) Applicant's Product Category:

- Plain Studded Gold Diamond Silver
- Gemstone Platinum Pearl

(b) Applicant's Design Portfolio: (Please enclose the following)

- Product Images Signature Style Images Design Philosophy Area of specialization

(c) Applicant's Medium of Communication: (Please enclose the following)

- Corporate Kit (Brochure/CD/Catalogue) Photograph of latest shows exhibited
- Press clips of latest show Photographs of workshop

(d) Medium preferred by the Applicant for marketing its products

- Fashion Show Social Events / Networking Trade Fairs Media Advertisements
- Brochures E-mailers/Social Media Leaflets / Pamphlets Others (please specify) _____

(e) Market wise presence of the Applicant

Domestic: _____

International: _____

(Please mention city, country & region for the above category)

(f) Design capabilities of the Applicant:

Whether all self designed? Yes No

In NO, then please mention number of designers: _____

(g) Does Applicant own any manufacturing unit: Yes No

If YES, please mention number of employees: _____

(h) Does Applicant outsource its jewellery manufacture: Yes No

(i) Does Applicant own any label or brands: Yes No

If Yes, please mention the stint of time for which such labels / brands are owned: _____

(j) No. & details of stores in India & abroad: _____

(k) Any awards / acknowledgement received by the Applicant: _____

(l) Educational & Professional Qualification of the Designer along with the details of institute:

11. Applicant's objective for registering his / her / its interest for selection at IJW-Mumbai:

Signature _____ Date & Company Seal _____ Name of the Authorised Signatory _____

12. Preference of Slot & Fees:

IJW 2017 SLOT RATES

SLOT TIME	SLOT RATES	
	DAY 1	DAY 2
2.00 pm	NA	Rs. 3,00,000/- (Reserved for Gem & Jewellery Institutes)
3.00 pm	NA	Rs. 3,00,000/-
4.15 pm	Rs. 5,00,000/-	Rs. 5,00,000/-
5.30 pm	Rs. 6,00,000/-	Rs. 6,00,000/-
6.45 pm	Rs. 7,00,000/-	Rs. 7,00,000/-
8.00 pm	Rs. 9,00,000/-	Rs. 9,00,000/-
9.30 pm	Rs.12,00,000/-	NA
9.30 pm (Closing slot)	NA	Rs. 14,00,000/-

Note:

- **The above rates are exclusive of 18% applicable GST**
- **Above cost includes one display stall to each participant on the day of participation ONLY from 2.00 pm to 10.00 pm**
- **Hi-Tea for the participant guests is included in the above package for the participant opting for 8.00 pm slot**
- **Dinner for the participant guests is included in the above package for the participant opting for last slot on Day 1 & 2**

NOTE: TAXES WILL BE APPLICABLE AS PER THE GOVERNMENT RULE

13. Payment schedule:

The Applicant registering the interest shall deposit the amount as per the applicable category, pursuant to the following schedule:

- 50% of the total Participation fees amount, plus applicable GST, shall be deposited forthwith in advance along with the Application Form on or before 9th September, 2017. Balance 50% of the participation fees plus applicable GST shall be paid by the selected applicant on receiving the confirmation of the Slot timings or by 20th September, 2017 whichever is earlier. In case the selected applicant fails to make the balance payment then the form will be deemed to be cancelled and the amount deposited will not be refunded. Registering the Interest and the supporting documents as required, for the slots opted by the Applicant.
- In the event, Applicant registering the interest is not selected; the deposited amount will be refunded without any interest.
- In the event, Applicant registering the interest is selected, the deposited amount will be converted as part of Consideration for Participation and the Council shall intimate such selected Applicant accordingly for making the balance payment.
- All the payments to be made either by cheque or by demand draft, should be payable at par, only in favour of **The Gem & Jewellery Export Promotion Council**

TDS Schedule

- Please put a request mail at accounts@gjepcindia.com to get your exemption certificate, if applicable.
- Note that filling of the application form does not entitle any applicant to receive confirmation of participation in IJW-Mumbai. Hence TDS if applicable can be deducted only after allotment of slot to applicant.
- Moreover TDS if applicable as aforesaid may be deducted @ 2% u/s 194C.
- We also require a hard copy of TDS certificate to be submitted to Income Tax Department, hence TDS certificate be submitted within one month of deduction of TDS

14. Payment Details:

A Cheque / Demand Draft No. _____, payable at par, drawn on _____ Bank having _____ branch, for an amount of Rs. _____ towards the advance for our interest for participation at IJW, Mumbai 2017 is enclosed herewith.****

**** The advance payment towards the booking of the Slot along with the profile and duly filled in Application for registration of interest and the supporting documents should reach the Council's office on or before 9th September 2017 before closing of council's working hours. Priority would be given to those Applicants who apply within the deadline during the selection process on a first come basis. Any Application received by the Council after the specified date may be considered at the sole discretion of the Council.

15. Cancellation / withdrawal by the Applicant registering interest for selection at IJW Mumbai and refund:

- The Applicant registering the interest for selection at IJW Mumbai withdrawing or canceling anytime prior to selection by the Selection Committee shall be entitled to interest free full refund of their fees paid in advance or return of the cheque deposited with the Council.
- Notwithstanding anything contained herein, the Applicant registering the interest for selection at IJW Mumbai if rejected by the Selection Committee for any reasons whatsoever and upon receipt of the money advanced, shall not claim any loss or damage of any nature whatsoever, whether tangible or intangible. For avoidance of the doubt, it is explicitly agreed that in the event the Application of the applicant registering the interest, is rejected by the Selection Committee, the Council shall return the advance cheque/demand draft deposited with the Council.

16. Cancellation / withdrawal by Selected Applicant / "Participant":

In case of the selected Applicant canceling / withdrawing from its participation at IJW Mumbai at any time after selection, such selected Applicant shall be liable to pay the entire participation fees and shall not be entitled to get refund of any nature in any manner whatsoever. The deposited cheque/demand draft shall be encashed and forfeited by the Council and the selected applicant cancelling the participation shall be liable to make the balance payment within the prescribed time by the council

17. Declaration:

I/we agree and declare that:-

- a) I/ We have read and understood the Terms & conditions stated with this Application form
- b) I/ We hereby confirm that what is stated in this Application form for registration of interest & the supporting documents are correct, true and proper to the best of my/our knowledge.
- c) An amount of Rs 250/- would be charged as banking charges, towards bounced cheque, for redeposit or reissue
- d) I/ We accept that GJEPC reserves the right of admission to the show.
- e) I/ We agree to accept that the form will be rejected, if the submitted documents are not as mentioned in the selection criteria.
- f) Application form once selected cannot be cancelled unless the applicant makes the full payment as per the selected slot, and are non transferable under any circumstances whatsoever.

Signature _____ Date & Company Seal _____ Name of the Authorised Signatory _____

UNDERTAKING:

I / We hereby understand, agree and undertake that:

- I / We shall not use any logo, trade style, trademark or name such as 'The Gem & Jewellery Export Promotion Council', the Council, GJEPC, India International Jewellery Week, IJW etc or any such logo, trade style, trademark owned by the Council, in any manner, or indulge in any kind of self advertisement in any form; print, electronic or otherwise, on any form of stationery, including cash memos, bills, challans, letterheads, visiting cards, leaflets, brochures etc., or for any other promotional material in my / our local outlet(s) or otherwise, other than as may be permitted by the Council in this behalf by authorized person in writing.
- I / We hereby understand and declare that my / our firm's / company's product will be conforming with regards to any and all specifications thereof including the quality, purity, etc., of the products mentioned / declared / displayed at the show.
- The Council will have no responsibility of any nature whatsoever in respect of any claim made by any third parties including buyers, visitors, customers, other applicants, Participant, pertaining to the ownership of design, collections, labels and likes and / or the quality and the workmanship of my / our product. I / We confirm that I / we alone will be responsible for such claim(s), if any, and undertake to indemnify and keep indemnified the Council at all times from and against any and all claims or responsibilities to which the Council may be subjected in this behalf.
- The Council will not be responsible for any dispute or claim with any State Government and/or Central Government bodies/agencies/departments or any other autonomous bodies including the consumer courts and appropriate forums.
- The Council will not be a party to any dispute with the Sales Tax, Income Tax, Customs, Excise or Octroi departments or with any other local, state or central authorities which are applicable and/or enforced on me / us.
- I / We shall not interact directly or indirectly through any source or channel, with the media, print, electronic or otherwise, or come out with any publication using the Council's name in any manner whatsoever.
- I / We shall not participate in and / or advertise, directly or indirectly, in any other similar kind of promotional scheme during the IJW term, which may adversely affect or conflict with the Council's interest.
- I / We shall indemnify and keep the Council indemnified, safe and harmless from and against any and all costs, losses or damage including incidental costs which the Council may incur or sustain as a consequence of any claim, demand, action or proceedings by any persons in respect of such claims and that such indemnity shall remain in full force and effect until complete extinction of such claim or action.
- I / We shall abide by any changes and modifications in the IJW rules & regulations, other terms & conditions governing IJW as may be intimated to us from time to time.
- My / our selection or rejection and the allotment of the slots are completely based on the criteria set by the Selection Committee and the STRUCTURED PROFILE submitted by me / us and thus I / we shall not directly or indirectly challenge the selection criteria and / or the decision of the Selection Committee or Council at any time.
- I / We understand that this is merely an Application for registering of my/our interest for selection at IJW Mumbai and I/we have no rights contracted herein in any manner whatsoever. All rights as to my/our selection or rejection stay vested in the Selection Committee. I/we further acknowledge that acceptance or otherwise of the decision of the Selection Committee completely rest with the Council and the same is binding on me/us. I/we shall not challenge the decision of the Selection Committee/Council in any manner whatsoever.
- I / We understand that I / We do not have any right to print the Invitation Cards for any Slot / Show. The right to print the Invitation Cards for the Slot / Show vests with the Council only, and the appropriate number of the printed Invitation Cards will be given to us by the Council as it deems fit, in order to invite our invitees, guests, etc. In the event, any Invitation Cards are printed by us; the same shall be treated as invalid.

NOTE:

- All the information should be completed properly along with the supporting documents or else the Application shall be subject to rejection. Every page of the Application and the Annexure should be duly stamped under signature of any one director (in case of company) / any one partner (in case of partnership firm) / proprietor (in case of proprietary firm).
- An Application without the advance payment shall be rejected. However, timely submission of the Application along with all the relevant supporting documents and the advance payment does not guarantee selection in favour of the Applicant. All rights with respect to the selection or otherwise vest only with the Council and the Applicant agree to abide by the same without any protest or demur.
- All Applicants should have their Membership and renewal activated as on date of the Application. In absence of renewal of Membership, the Council reserves the right to reject any such Application.
- If any Applicant or any of Associated Enterprises is having any amount outstanding with and payable to Council, in any manner whatsoever, the Council shall have full right to reject the Application without assigning any reason.
- Though the final choice of the Participant and allotment of the slot shall be at the sole discretion of the Council, however each Applicant has to comply with the rules & regulation of IJW and the terms & conditions governing the same.
- The profiles of the Applicant registering the interest shall be judged as per the criteria set by an eminent panel of Selection Committee appointed by the Council and a list of Participants will be finalized by the Selection Committee. However, acceptance or otherwise of the decisions of the Selection Committee rests solely with the Council and is binding on the Applicant registering the interest.
- The Cheques/Demand Drafts issued by the selected Applicant towards the advance payment will be deposited immediately after completion of selection process based on the structured profile submitted by the Applicant along with the Application form. In case of those Applicants who are rejected / not considered for participation the advance payment shall be refunded (free of any interest) or their cheques/demand drafts will be returned, as the case may be.
- All other sponsorship/branding opportunities will be informed to the selected Applicant upon the successful completion of the selection process.
- The Participant has the option of selecting his / her choreographer/s from the approved panel of IJW Mumbai, which shall be intimated to them post their selection on first come first served basis. The selected applicant has to avail the service from those choreographers only.
- The Participant has to organize its / his / her own stylists for the show and should ensure to avoid the occurrence of incidents like tripping on the runway, wardrobe malfunction, etc., and the Council will not be responsible for the same.
- The Participant has to arrange for assistants during fittings & security of all their products and the Council will not be responsible for the same.
- The selected Applicants will get badges and/or passes as per the allotment approved by the Council based on the capacity of seating.
- All Applicants are required to carefully read & understand all the Terms & Conditions forming part of this Application form before signing the same.

ANNEXURE - I

STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions shall apply to all the selected Applicants ("Participants") who registered their interest for selection at the **India International Jewellery Week (IJW) - Mumbai** to be organized & hosted by the Gem & Jewellery Export Promotion Council of India from 23rd - 24th September, 2017. By applying for participation for IJW, the Applicant is deemed to have accepted these T&Cs without any qualifications.

1. DEFINITION

- "Application" means Application Form for registration of interest and Standard Terms & Conditions mentioned herein along with the relevant supporting documents;
- "Applicant" means any person / company / institution / organisation that has made an application for registering its interest for selection and subsequent participation in IJW, but has not been selected to participate in IJW;
- "Council" or "The Council" means the Gem & Jewellery Export Promotion Council of India and includes its committees, sub-committees, members of such committees / sub-committees, executives, employees, directors, officers, contractors, sub-contractors and agents;
- "IJW" means India International Jewellery Week organized by the Council, wherein the Council shall showcase the top of the line jewellery of India in terms of design, innovation, craftsmanship, technology and quality to the global customers;
- "Selection Committee" means the committee comprising of such persons as identified by the Council for scrutiny of the Application & Structured Profile based on which an Applicant shall be selected or rejected for purpose of participating in IJW;
- "Slot" means the time allocated to a particular Participant in IJW;
- "Structured Profile" means the profile which the Applicant is required to submit along with the Application;
- "Participant" means any Applicant whose application for registration of

interest for selection and subsequent participation at IJW has been accepted and includes Participant's employees, agents, representative, contractors, sub-contractors and / or sub-licensees.

- "Participation Fees" means the fees for participation as detailed in Clause 13 of Application for Registration of Interest for Selection.
- "T&Cs" means the Standard Terms & Conditions forming integral part of the Application and read in conjunction with the Application Form at all times.

2. APPLICATION

For the purpose of participating in IJW, Mumbai the Applicant shall submit the Application for registration of interest with complete details together with the relevant supporting documents / Annexure as indicated in the Application and the applicable Participation Fees.

3. PARTICIPATION & PARTICIPATION FEES

- The Council reserves all rights to accept or refuse any Application of any Applicant to participate in IJW Mumbai. Selection or rejection and the allotment of the Slots are completely based on the criteria set by the Selection Committee and the Structured Profile submitted by the Applicant. All decisions of the Council to such effect shall be final and binding on the Applicant and the Participant. No reason for any such decision shall be given and no claim or objection from any Applicant in relation thereto shall be entertained.
- The Application form must be accompanied with a Deposit of 50% of total participation fees, either by way of Cheque or a Demand Draft, payable at par, drawn in favour of The Gem & Jewellery Export Promotion Council, as a commitment towards the participation. Such Deposit shall be an interest free deposit.
- In the event, any Application is rejected by the Selection Committee, the Council shall return the interest free Deposit to the respective Applicant.
- In the event, the Application is selected by the Selection Committee, the Deposit will be converted as part of Participation fees and the Participant will be required to make the balance payment towards the Participation Fees within 10 (ten) days from the date of intimation by the Council of its selection. If the Participant even after such reminder notice defaults in making payment of the balance amount payable hereunder, within 7 days from date of reminder notice then the participation shall be deemed to be cancelled. In that event the Participant shall be liable to make the entire participation fees and the Council shall have the right to recover the remaining amount due. The Participant understands that the Participation Fees paid along with the Application and thereafter, shall not be refunded by the Council in any manner whatsoever, except for and in accordance to Article 4 pertaining to Cancellation Policy herein below.

4. CANCELLATION POLICY

- The Council reserves all rights to cancel the IJW Mumbai at any time without assigning any reason for such cancellation. In such an event, upon the Participant making a written application in this behalf, the Council shall refund the Participation Fees to the Participant, without any interest and to extent the fees remains unutilized for the purpose of attaining the objectives of IJW. Upon Council refunding such proportionate or entire fees, as the case may be, the Participant shall neither have nor shall the Participant make any further claims against the Council.
- Notwithstanding anything herein, the Participant canceling / withdrawing from its participation at IJW Mumbai at any time after selection shall not be entitled to refund of any nature & in any manner whatsoever and their entire Participation Fees shall stand forfeited in favour of the Council. The Participant hereby acknowledges, understands and agrees that upon happening of such an event the Participant shall not have any claim whatsoever against the Council.
- A waitlist will be created in process of selection if there are more applicants and same shall be informed from time to time to the Applicant registering the interest. Such waitlisted applicants will have the option of participation only against cancellation of slots or increase in the number of slots by the council and such applicants will be selected by the selection committee only.

5. SLOT ALLOCATION & USE

- The Selection Committee under consultation with the Council reserves all powers & rights to allocate a Slot as deemed fit and all decisions to such effect shall be final and binding. No change in Slot will be allowed after it has been allocated by the Selection Committee. No personal request or recommendation from any Participant to the Selection Committee to this effect will be entertained.
- The Council is entitled to, in its absolute discretion, to change the Slot allocated to a Participant or change the dates and / or venue of IJW, even though the same has been confirmed, and in such circumstances, the terms and conditions as laid down herein shall continue to bind the Council and the Participant. The Council shall inform the Participant of any such changes at least 7 days in advance of commencement of IJW.
- Closer to commencement of IJW a Manual consisting of list of dos & don'ts to be followed by the Participant and the detailed procedure for code of conducts of show at Slots to be provided to the selected Participants directly by Council or through its appointed agents/s shall be published which shall form an integral part of these T&Cs. However, the following may be noted by the Participant:
 - The Participant has to inform the Council of the theme of each show as the backdrop and sets will be created only by approved vendors of the Council. The costs towards the same will be extra as per the design and elements. Likewise, an additional cost has to be borne by the Participants as set changing charges to the Council.
 - The Participation Fees are towards the Slot including the model(s), choreographer(s), make-up & hair stylist(s) (only for the models), which are approved by the Council. Any requirement of the Participant as to the models other than the one approved by the Council will be under a prior written approval of the Council and at extra cost.
 - No sale of jewellery or any other product will be allowed within the IJW venue;
 - The Participant along with their staff / assistant shall come to the IJW venue for fittings prior to the show at a time allotted to them;
 - Lunch or dinner will not be provided to the Participant, Guests & staff. If any lunch or dinner is required the costs towards the same shall be as per actual and to be paid directly to the hotel;
 - Any requirement of hotel rooms, should be informed to the Council officially in writing at least 30 (thirty) days prior to commencement of IJW Mumbai. Any and all costs towards the same shall be charged at extra and to be paid in advance directly to the hotel. If the participant is bringing any show stoppers and their hotel accommodation and payment has to be paid directly by the participants itself.
 - The Participant shall neither directly nor indirectly through any third party including their personal photographer / videographer shoot or capture (in digital form, movie or stills) the show at the venue. Any photographs or DVD will be provided after the completion of IJW, only under an advance written request made by the Participant;
 - No presentation or speeches or audio-video display / relay equipment shall be allowed prior and post the shows;
 - Press meet, if any, with the Participant & Show Stoppers shall be arranged only after completion of each show;
 - No Participant will be allowed to bring in their personal or company PR team at the venue;
 - No activity which, in the opinion of the Council may amount to a nuisance or annoyance to the public or other participants shall be caused by the Participant within the vicinity of the IJW venue;
 - The Participant & its staff will get badges & passes as per the allotment approved by the Council. In case of misuse/impersonation of badge(s) by any Participant or its staff member or authorized representative, such misused badge will be confiscated and no new badge will be issued in lieu of such confiscated badge(s).
 - Each Participant is liable for its own security and any & all of its belongings. The Council shall not be responsible in any manner whatsoever for whatever security measurements that may be needed for the belongings of the Participant. The Council will have security at the Main Gate of the Venue only during opening hours & closing hours of the show each day (i.e. from 2.00 p.m. to 10.00 p.m.) plus security as may be required during the night time. Any claims of the Participant in this behalf shall not be entertained by the Council on any grounds whatsoever.
 - No Participant shall be allowed to transfer, dispose of part with or otherwise sublet the whole or part of its Slot, whether for financial consideration or otherwise.
- INSURANCE, INDEMNITY BY THE PARTICIPANT AND THE COUNCIL EXCLUSION OF LIABILITY**
 - The Participant must have, at all times (immediately prior, during and after IJW) a valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by the Participant and / or as the Council may require, from time to time, in connection with inter alia, the Participant's property including the valuables and its activities during IJW (including the moving in and moving out periods). Every such insurance policy shall cover the Council as a co-assured and shall be presented to the Council as and when required and / or demanded by the Council. The Council shall not admit/accept any right to recourse either from the Participant and / or from its insurer. The Participant and / or its insurer hereby thus waive all its / their right to recourse, in favour of the Council. Further, the Participant shall take all necessary steps to incorporate in its insurance documents the relevant clauses to the effect that the Participant and / or its insurer shall not

subrogate and waive off any and all claims duly covered under such insurance policy (ies). The Council reserves the right to inspect every such insurance document to cross verify that the above requirements are met with and thus may call upon for the insurance documents for purpose of such inspection at any time prior, during and after IJW.

- The Participant's property is brought to and showcased at, and removed from the IJW Venue at the Participant's own risk and the Participant is responsible for the safety of all its property at all times.
- The Participant agrees to indemnify and keep the Council indemnified, safe and harmless, on demand, from and against, all and any actions, claims, demands, losses (including consequential losses), proceedings, damages, liabilities, costs and expenses incurred by or made against the Council in connection with (a) any breach, of any of these Terms, Rules and Regulations or any applicable laws and regulations, by the Participant or (b) any act, omission, default or negligence of or loss or damage caused by the Participant in connection with any other person, IJW and the IJW Venue.
- The Council shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Participant or any other person arising in connection with IJW including without limitation, any theft, fire, use of the IJW venue, defect in the IJW venue howsoever caused, cancellation or early closure of or delay in the opening or closing of the shows on any particular day of IJW for whatever reason outside the control of the Council, including any natural calamity or any act of God, howsoever arising. The Participant should insure against such matters. The Participant shall be solely liable to any third party for, inter alia, any claims, injury or damage arising from its participating in IJW. **CANCELLATION CLAUSE**
 - If IJW is cancelled or closed early for whatever reason beyond the control of the Council, the Council's performance under this contract shall be absolutely discharged and the Council shall not refund any payments (or a proportion thereof as appropriate) made by the Participant to the Council in relation to IJW and shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind howsoever arising in respect thereof. The Participant should insure against any such event occurring.

7. OWNERSHIP

- All rights in trademark, design, logo, trade name, trade style pertaining to IJW, including all the logos belonging to the Council shall be exclusive property of the Council and the Applicant or Participant shall not in any manner whatsoever use or advertisement the same in any form, written, electronic or oral, for its personal gain. The Logo shall not be used at any time by the Applicant or the Participant in any manner whatsoever.
- The Council in good faith believes on the representation of the Participant that:
 - All the designs, brands, labels, showcased by it at IJW Mumbai are exclusive property of the Participant and the Participant owns and enjoys all rights over the same exclusively;
 - The jewellery designs / works showcased / displayed by the Participant are original ones and are not copied from any source and does not infringe upon any copyright, trademark, design, patent or any intellectual property right of any third party.
- The Participant will be responsible and liable for and will indemnify the Council and keep the Council indemnified, safe and harmless at all times, against any and all claims, liabilities, damages, costs (including reasonable legal fees), charges, expenses, proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by the Council directly or indirectly by reason of:-
 - any third party claim arising out of breach of representation made by the Participant under Clause 7.2 hereinabove;
 - any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its obligations hereunder, act or omission of or by the Participant and / or its staff, representative, and / or;
 - any breach of the Participant's obligations here under including, without limitation, any breach concerning to any representations or warranties made or given by the Participant, in respect of its participation at IJW.
- To the fullest extent permitted by applicable law the Council shall not be liable for any direct, indirect, special, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the terms herein, any documents referenced herein, or any addenda or amendment thereto;

8. FORCE MAJEURE

The Council shall not be responsible for any failure to perform its obligation under this T&Cs due to unforeseen circumstances or due to causes beyond its control even after exertion of commercially reasonable efforts to prevent such failure, which failure may include, but not be limited to, acts of God, fire or floods, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes.

9. ARBITRATION & GOVERNING LAW

It is hereby agreed by and between the Parties hereto that in the event of any dispute or difference arising between the Parties with regard to the terms and conditions of this contract or these T&Cs or relating to the interpretation thereof and / or the implementation of respective rights obligations and/or responsibilities of the Parties hereto, the same shall be referred to arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitral Tribunal shall comprise of a Sole Arbitrator who shall be appointed by the Council. The arbitration shall be held in Mumbai and the proceedings shall be conducted in the English Language. The laws of the Republic of India shall govern these T&Cs and the parties agree that the appropriate Courts at Mumbai shall have exclusive Jurisdiction in the matters arising hereunder.

10. MISCELLANEOUS

- Any work carried out in India must be in accordance with the current law and regulations of the Civil & Government of the State and Union. Any contravention of these conditions will be stopped immediately. The Council will not be held responsible for any extra cost or delay so caused.
- Failure of the Participant at any time before or during the IJW period to comply with any of the IJW rules and conditions shall automatically debar the Participant of the right to participate any further in IJW and no claim for refund of any fee paid shall be entertained by the Council.
- The Council reserves the right to alter and amend any of the regulations and issue additional rules as deemed necessary for the orderly presentation and conduct of IJW. Any dispute or difference arising out of the interpretation of these terms, conditions and regulations or regarding the rights, duties and obligations of the Participant shall be decided by the Council whose decision shall be final.
- For the purposes of these Terms, Rules and Regulations, the expressions Council, Participant, IJW, IJW Venue mean the respective parties, event and the event venue as described herewith.
- The Participants are requested to take due care of their belongings & properties. No safe, locker or customized security will be provided to any Participant. If anybody keep their belongings, properties, merchandises open before, during or after the show, the same shall be on their own risk and the Council will not be held responsible for any loss incurred due to this.
- No wet food or drink may be taken near the ramp and / or inside the hall.
- No sale will be permitted during IJW. If any Participant is found selling any goods, the Council shall take such action as it deems fit including debarring the Participant from participating in any future like events which may be organised by the Council.
- All applications shall be made on the basis of these Terms, Rules and Regulations and the Application as a whole.
- By signing on this Application the Participant are deemed to have signed and agreed to these T&Cs.
- These T&Cs apply to every kind of events forming part of IJW organized by the Council, whether or not specifically referred to in these T&Cs, whether or not performed at additional cost and whether or not currently being performed by the Council for the Participants of IJW, unless it is performed pursuant to another written contract with the Council. These T&Cs contain the entire and only agreement between the Council and the Participant in relation to the subject matter hereof and all prior and collateral representations, warranties, promises and conditions made by the Council have been merged herein. No representation, warranty, promise or condition not incorporated herein shall be binding upon either party. These T&Cs shall bind and inure to the benefit of the parties and their successors. The Participant shall not assign these T&Cs in favour of any third party without the Council's prior written consent. In the event that any court of competent jurisdiction holds any provision of these T&Cs invalid or unenforceable, it will not invalidate or render unenforceable any other provisions hereof and the same will continue to be valid. No waiver or amendment of these T&Cs shall be binding on either party, unless it is in writing and signed by the authorized officials of both the parties.
- These T&Cs may be subject to changes due to any reasons whatsoever, in which case the same shall be intimated to the Participant. The Participant agrees to abide by any such changes and modifications in the IJW rules & regulations, other terms & conditions governing IJW.

Signature _____

Date & Company Seal _____

Name of the Authorised Signatory _____