### Sankalp World Championships Microsoft Office Specialist INDIA Championship:

#### Official Rules:-

# PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

#### **BINDING AGREEMENT:**

In order to participate in the **Sankalp World Championships** -**Microsoft Office Specialist India Championship** Contest (the "Contest"), you must agree to these Rules. Therefore, please read these Rules prior to participating to ensure you understand and agree. You agree that participating in the Contest constitutes your agreement to these Rules. You may not participate in the Contest and are not eligible to receive any prize described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and PROMOTER with respect to the Contest.

#### **CONTEST ELIGIBILITY:**

To be eligible to participate in the Contest, you must: (1) be between the ages of 13 and 22 as of June 15 of the competition year (and if you are an eligible minor you must have the permission from your parents or legal guardians to participate in the Contest);For example for 2023 Sankalp World Championships the student should be in the age between 13 and 22 as on June 15, 2023 (2) be enrolled in an approved academic institution (as defined by PROMOTER in its sole discretion); (3) have access to the Internet with a minimum dedicated upload/download bandwidth of 10MBPS or more. Contest is void where prohibited by law. Employees, interns, contractors, and official office-holders of Sankalp World Championships, Veloces Consulting Services Pvt. Ltd, Prakshal IT Academy, Business Associates of Veloces Consulting Services Pvt. Ltd, NCS Pearson, Inc., Microsoft, Inc., Certiport, Inc., and their respective parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and Contest agencies, representatives, and agents (collectively, "Contest Entities"), and members of the Contest Entities immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such Contest Entities are ineligible to participate in this Contest. Sankalp World Championships reserves the right to

verify eligibility and to adjudicate on any dispute at any time. Entrants who have previously competed in the Microsoft Office Specialist India Championship final round are not eligible to compete in the same product track (e.g. Excel, Word, or PowerPoint) for the 2016 MOS India Championship, even if it is a different version of that product, but may compete in a different product track (e.g. a previous competitor in the Excel product track can only compete in the Word or PowerPoint product tracks).

#### **PROMOTER:**

The Contest is promoted in India by **Sankalp World Championships**, a brand of Veloces Consulting Services Pvt. Ltd with a principal place of business at 74/II, Ground Floor, 91Springboard, C Cross Road, Opp. Gate No 2, MIDC, Seepz, Andheri East, Mumbai, Maharashtra, India. Pin Code – 400 093 Email: customer.servce@sankalpworldchampionships.com

#### **CONTEST PERIOD:**

The Regional level of the Championships would take place at various locations across the country between January and April. The India Contest will take place at the Microsoft Office Specialist India Championship Event in city identified for the year, India.

PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

## HOW TO PARTICIPATE IN THE REGIONAL CONTEST:

To participate in the Event, eligible entrants should register themselves either through the participating school or as a direct participant by filling up the required form (physical or online) along with the requisite Registration Fee mentioned in the website for the same. Students participating through the authorized partners are required to solely contact the respective partners for any queries or support for the competitions. Registration Fee paid is non-Refundable.

#### QUALIFICATION AND ROUND OF THE CHAMPIONSHIPS:

# There will be three rounds in the championship 1ST ROUND -REGIONAL/ZONAL ROUND (Qualifying Round) :

This round would be held in the Region/City/School/Test Centre or in a nearest city where the championship round is held. The location of the Regional Round would be determined by Sankalp World Championships or the partners of Sankalp World Championship of the location.

In this round, Entrants will receive a set of guidelines (printed/on screen) containing specification for the document, workbook, or presentation, and data files that can be used as building blocks to speed up the recreation of the document, workbook, or presentation. Entrants will be allowed up to fifty (50) minutes to recreate the document, workbook, or presentation they are provided.

Entrants may take more than one exam/ exams in more than one track in the Regional Round but they will have to select a single exam track after qualification/ 1st round. Entrants will be required to test in English language only. NO other language is available.

### **REGIONAL WINNER DETERMINATION**

At the conclusion of the Contest Period- Regional Round, top 50-60 students of each application that receives the highest overall score from various Regional Rounds would be invited to the India Finals Round of the Competition.

In the event of a tie, the entrant that completed the applicable exam in the shortest amount of time (as determined by PROMOTER, in its sole discretion) will be selected as the qualifying student. In the event a potential student is disqualified for any reason, the exam for the applicable that received the next highest total score will be chosen as the potential qualifier.

#### **REGIONAL WINNER NOTIFICATION:**

This is announcement of this list of eligible students is expected around 10th of May.

Except where prohibited by law, each potential winner will be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by PROMOTER. Potential winners must return all such required documents within five (5) days following attempted notification or such potential winner will be deemed to have forfeited to participate in the India Round and another potential winner may be selected for the applicable MOS Exam based on the winner procedure described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of PROMOTER are final and binding.

## 2nd ROUND: SANKALP WORLD CHAMPIONSHIPS – INDIA FINALS:

Qualifying students will be invited to India Finals which will take place in city decided for the competition for the year in the month of May.

During the Qualifying Round, eligible entrants will take the eligible exam based on the Microsoft Office Application.

In qualifying round, Entrants will compete in one (1) of the following three (3) Exam categories (i) Word 2019; (ii) PowerPoint 2019; (iii) Excel 2019;

In this round, Entrants will receive a set of guidelines (printed/on screen) containing specification

for the document, workbook, or presentation, and data files that can be used as building blocks

to speed up the recreation of the document, workbook, or presentation. Entrants will be allowed

up to fifty (50) minutes to recreate the document, workbook, or presentation they are provided.

This may be or may not be a Microsoft Office Specialist Exam or an specially created exam to

evaluate the skills measured. In addition to the above round there may be additional qualification

round to select the candidates for the world championships round.

#### INDIA FINALS WINNER DETERMINATION:

At the conclusion of the Contest Period- INDIA Finals Round, top student that receives the highest overall score in the Round will be deemed a potential First Prize winner (for a total of three(3) potential First Prize winners). The one (1) exam that receives the next highest overall score in each exam will be deemed a potential Second Prize winner (for a total of three(3) potential Second Prize winners). The one (1) exam that receives the next highest overall score in each exam will be deemed a potential Third Prize winner (for a total of three(3) potential Third Prize winners).

In the event of a tie, the entrant that completed the applicable exam in the shortest amount of time (as determined by PROMOTER, in its sole discretion) will be selected as the potential winner of the applicable exam. In the event a potential winner is disqualified for any reason, the exam for the applicable Exam that received the next highest total score will be chosen as the potential winner.

#### WORLD CHAMPIONSHIPS WINNER NOTIFICATION:

India Finalists are awarded the Sankalp World Championships – Microsoft Office Specialist India Champion, title along with Medals and Certificates. Top Students of each application from India Finals who also qualify from the additional qualification round are considered for the representing India in the MOS World Championships held in USA.

INDIA CHAMPIONS WHO QUALIFY FOR REPRESENTING INDIA TO PARTICIPATION IN MOS WORLD FINALS MUST BE AVAILABLE TO TRAVEL TO USA ALONG WITH THE MOS INDIA TEAM ON THE SPECIFIED DATE AND TIME TO PARTICIPATE IN THE MOS WORLD CHAMPIONSHIP AND RETURN BACK TO INDIA ALONG WITH THE TEAM ON THE SPECIFIED DATE AND TIME.

IN CASE OF ANY EXCEPTIONS TO THE ABOVE, THE ORGANIZERS WILL NOT BE RESPONSIBLE FOR ANY EXPENSES OF THE CANDIDATE TO PARTICIPATE IN THE MOS WORLD CHAMPIONSHIP.

#### **PRIZE CONDITIONS:**

No transfer, substitution or cash equivalent for prizes is allowed, except at PROMOTERS's sole discretion. PROMOTER reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Contest Entities have not made and Contest Entities are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, regarding the use, value or enjoyment of the prize.

#### TAXES:

RECEIPT OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO PROMOTER ALL DOCUMENTATION REQUESTED BY PROMOTER TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL AND FOREIGN TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES PROMOTER IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners may be required to submit the tax documentation requested by PROMOTER or otherwise required by applicable law, to PROMOTER or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The potential winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfieted and PROMOTER may, in its sole discretion, select an alternative potential winner.

#### FORCE MAJEURE.

Sponsor will not be liable, and will be excused from performance, for failure or delay to perform obligations of this Contest, which have become practicably impossible because of circumstances beyond the reasonable control of the Sponsor. Such circumstances include without limitation natural disasters or acts of God; fires; storms; floods; riots; earthquakes; acts of terrorism; labor disputes or stoppages; government acts or orders; epidemics; pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; insurrection; civil disturbance; sabotage; embargos; blockades; acts of war; power failure; failure of Internet access or service communication line failures; or any other cause whatsoever beyond Sponsor's control, whether similar in kind to the foregoing or otherwise. Sponsor will provide email notice of delay, termination, or modification of the Contest format/rules or any other responsibilities of the Sponsor due to force majeure to the Participant no later than thirty (30) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions Sponsor is taking regarding the Contest (e.g. postponing, cancelling, moving location, going digital, etc.).

#### **GENERAL CONDITIONS:**

All federal, state, provincial and local laws and regulations apply. PROMOTER reserves the right to disqualify any participant from the Contest if, in PROMOTERS sole discretion, it reasonably believes that the participant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other participants, viewers, PROMOTER, or the Judges.

#### INTELLECTUAL PROPERTY RIGHTS:

As between PROMOTER and the participant, the participant retains ownership of all intellectual and industrial property rights (including moral rights) in and to their exam. As a condition of exam, participant grants PROMOTER, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display their participation in the Contest in connection with advertising and Contest via communication to the public or other groups.

#### **PRIVACY**:

Participant acknowledges and agrees that PROMOTER may collect, store, share and otherwise use any personally identifiable information provided to PROMOTER throughout the Contest, including, but not limited to, name, mailing address, date of birth, email address, and any financial information collected to facilitate awarding any applicable prize. PROMOTER will use this

information in accordance with its Privacy Policy, including for administering the Contest and verifying a participant's identity, postal address and email address in the event a participant qualifies for a prize. Participant's information may also be transferred to countries outside the country of participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of participant's residence. Participant has the right to request access, review, rectification or deletion of any personal data held by PROMOTER in connection with the Contest by writing to PROMOTER at this email address; customer.service@sankalpworldchampionships.com.

#### **PUBLICITY:**

Participant agrees to PROMOTER and its agencies use of school name, institute name, company name and student name and/or likeness and photo (if applicable) for advertising and promotional purposes without additional compensation, unless prohibited by law.

#### WARRANTY AND INDEMNITY:

To the maximum extent permitted by law, each participant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each participant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any exam or other material uploaded or otherwise provided by the participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the participant in connection with the Contest; (c) any non-compliance by the participant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the participant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest Site; (g) any

error in the collection, processing, or retention of exam information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

#### **ELIMINATION:**

Any false information provided within the context of the Contest by any participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the participant from the Contest.

#### INTERNET:

Contest Entities are not responsible for any malfunction or for any late, lost, damaged, misdirected, incomplete, undeliverable, or destroyed exams due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an participant's ability to participate.

# RIGHT TO CANCEL, RESCHEDULE, MODIFY OR DISQUALIFY:

If for any reason the Contest is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, PROMOTER reserves the right at its sole discretion to cancel, terminate, modify, reschedule or suspend the Contest and if terminated, PROMOTER will determine the

potential winners for the Contest from among all eligible exams received prior to action taken using the judging criteria specified above. PROMOTER further reserves the right to disqualify any participant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an participant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, PROMOTER reserves the right to seek any and all remedies available from any such participant to the fullest extent of the applicable law.

#### NOT AN OFFER OR CONTRACT OF EMPLOYMENT:

Under no circumstances shall the submission of an exam into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either PROMOTER, or the Contest Entities. You acknowledge that you have submitted your exam voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and PROMOTER or the Contest Entities and that no such relationship is established by your submission of an exam under these Rules. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the law of courts in Mumbai, Maharashtra, India. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights.

### **ARBITRATION:**

By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. WINNERS' LIST: You may request a list of Contest winners in the month of AUGUST for the respective year by sending an email with the subject line "MOS India Championship Contest Winners" to customer.service@sankalpworldchampionships.com or by sending a self-addressed stamped envelope to:

Examination Team, Sankalp World Championships, Veloces Consulting Services Private Limited 74/II, Ground Floor, 91Springboard, C Cross Road, Opp. Gate No 2, MIDC, Seepz, Andheri East, Mumbai, Maharashtra, India. Pin Code – 400 093 Email: customer.servce@sankalpworldchampionships.com

#### Additional Rules:

In countries other than India like Nepal, Sri Lanka, Bangladesh, etc. there could be additional local rules as prescribed by the country or the respective partner and shall be applicable in addition to the above rules for students participating for the competitions in those countries.