

## **TERMS AND CONDITIONS –**

### **KHELO INDIA NATIONAL SPORTS REPOSITORY SYSTEM**

These Terms and Conditions apply to the entire contents of the “*Khelo India National Sports Repository System*” (“**Registration Portal**” or “**Portal**” as the context may otherwise require) as operated by **Sports Authority of India (“SAI”) under the aegis of Ministry of Youth Affairs and Sports, Government of India [“Khelo India”]** which may be referred to hereon in as “**we**” or “**us**” or “**our**” (as the context may require)]. For the purpose of these Terms and Conditions, as and where applicable, the term “**SAI**” shall also include and refer to the various stakeholders, namely, the Ministry of Youth Affairs and Sports (*MYAS*), National Anti-Doping Agency (*NADA*), *TEAMS* and *TOPS* Divisions of SAI, High Performance Laboratory (*HPL*), Talent Search and Development (*KITD*) vertical of Khelo India, Games Technical Conduct Committee (*GTCC*) constituted for the Games organized by SAI/Khelo India, National Sports Federations (*NSFs*) for various sports disciplines, School Games Federation of India (*SGFI*), Association of Indian Universities (*AIU*), various participating States and Union Territories (*UTs*), and the Host State for each edition of the Games organized by SAI/Khelo India, etc.

Further, for the purpose of these Terms and Conditions, wherever the context may so require, “**you**” or “**your**” or “**user**” shall mean any natural or legal person who has agreed to become a User (“**Athlete, Coach, and/or Academy/Training Centre**”) of the Registration Portal by registering on the Registration Portal as a registered user. Your access or use of the Registration Portal is subject to the Terms and Conditions as set out herein (“**Terms**”) and the Privacy Policy made available on the Khelo India Registration Portal.

By registering to/on or using the Registration Portal, you agree that you have read, understood and have agreed to be bound by these Terms, regardless of how you register to or use the said Portal. If you do not want to be bound by these Terms, you must not register or use the said Portal.

The Terms and Conditions will also apply and extend to the Users and the Parents and/or Legal Guardians of minor Athletes registering under the Khelo India Registration Portal. Further, these Terms and Conditions are to be read in consonance with the Privacy Policy of the Khelo India Registration Portal.

### **KHELO INDIA NATIONAL SPORTS REPOSITORY SYSTEM**

The Khelo India National Sports Repository System is being operated by Sports Authority of India (“**SAI**”) under the “**Khelo India – National Programme for Development of Sports**” Scheme wherein the Athletes, Coaches, and Academies can register themselves hereon to build a national repository of prospective Athletes, Coaches and Academies, which will further achieve the twin objectives of broad-basing of sports and promotion of excellence in sports as laid down under the Khelo India Scheme. The Registration Portal has been designed

in a way to ease the process of gathering of pertinent information from the prospective Athletes, Coaches, and Academies who will be participating in the upcoming initiatives as implemented by Sports Authority of India (“SAI”) under the Khelo India Scheme.

SAI/Khelo India shall be entitled to modify these Terms at any time, by posting the same on the Registration Portal. The use of the Registration Portal constitutes your acceptance of such Terms and the rules referred to herein or provided by Sports Authority of India (“SAI”) / Khelo India in relation to the Registration Portal, as may be amended from time to time. You may then exercise the options provided in such email or notification, to indicate non-acceptance of the modified Terms or the rules. If such an option is not exercised by you within the time frame prescribed in the email or notification, you will be deemed to have accepted the modified Terms and the rules provided by SAI / Khelo India. By agreeing to these terms, the User hereby:

- a) agrees to be bound by the Rules, Regulations and Policies of the National Sports Federations for each sporting discipline or any such rules, regulations and policies of any other stakeholder which the athlete is bound to uphold and as specifically confirmed by the Games Technical Conduct Committee constituted for any/all event(s) organized under the Khelo India Scheme;
- b) acknowledges that his/her failure to adhere to the Rules, Regulations and Policies of either of the National Sports Federations, or any other stakeholder or the Games Technical Conduct Committee of any/all event(s) organized under the Khelo India Scheme may result in him/her being disqualified from the registration process;
- c) agrees to be bound by the Terms and Conditions applicable to the User, if he/she is selected as a ‘Khelo India Athlete’ or an ‘Academy’ accredited under Khelo India vertical, “Talent Search and Development”, or any such rules, terms and conditions of any Governing Body or Committee constituted thereunder, which the User is bound to uphold, and as specifically confirmed by SAI;
- d) acknowledges that his/her failure to adhere to rules, terms and conditions of SAI/KITD/ any other Governing Body of Khelo India vertical, Talent Search and Development may result in him/her being disqualified from the registration process; and
- e) agrees, acknowledges and assents to the providing access of their shared information for purposes, including but not limited to the viewing and sharing of such information with varied stakeholders, namely, NADA, SGFI, AIU, Host States, Department of Sports (States and Union Territories), Media Partner (Timing, Scoring and Results only), as and when required as per terms hereunder and the privacy policy of the Registration Portal.

## **1. USER REGISTRATION**

- 1.1 SAI, under the Khelo India Scheme, have introduced the Registration Portal to be used for building a national repository for the greater benefit of the public wherein each registered athlete shall be provided a unique ID for future association with initiatives implemented by SAI under the Khelo India. However, to provide the pertinent details for registration for the Khelo India Scheme, the Users shall need to complete the registration process on the Registration Portal. In the event, you wish to register and

create and account on the Registration Portal, you shall do so after completing the registration process by:

- 1.1.1 Providing true, accurate, correct and complete information as prompted by the applicable registration form.
- 1.1.2 Maintaining and updating true, accurate, correct and complete information provided by you during the registration process.
- 1.2 You shall be required to choose a password and user name. You shall be solely responsible for maintaining the confidentiality of your account username and password.
- 1.3 You shall be solely responsible for the registration information provided by you during submissions, and the consequences of posting or publishing them. SAI / Khelo India make no guarantees and/or warranties as to the validity, accuracy, or legal status of any information / submissions.
- 1.4 If, at any time, SAI / Khelo India believes that your account and password is being misused in any manner, or that the information provided by you during the above stated registration process is not true, inaccurate or incomplete, then SAI/Khelo India reserves all rights to terminate/cancel or suspend your account, block your access to the Registration Portal and take any other action as may be deemed necessary including but not limited to initiating any legal proceedings.
- 1.5 You shall be solely and exclusively responsible for any and/or all the activities that are carried out through/on/under your account. You agree to notify SAI/Khelo India of any unauthorized use of your account and/or any breach of security via email at [*Feedback Functionality to be built-in on the Registration Portal*]. SAI / Khelo India shall not be liable for any loss that you may incur as a result of another person(s) using your account username and/or password and/or your failure to comply with this section. You shall be solely and exclusively liable for all the losses to SAI/Khelo India and/or other claims, damages, fines due to such unauthorized use.
- 1.6 The Registration Portal is intended for Athletes that are willing to associate themselves with the initiatives implemented by SAI under Khelo India Scheme. ***If any User is a minor, then he/she must take proper consent from their parent/legal guardian before providing any sensitive personal information. SAI shall not be responsible and/or liable for any breach and/or non-compliance of this clause.***
- 1.7 Process of Registration:

In order to successfully register as a Registered User on the Registration Portal, the Athlete, Coach and Academy shall be required to undertake the following steps:

- 1.7.1 Fill in the following pertinent fields of Personal Information in the Registration Form for any User (Athlete and/or Coach):
- a) Full Name
  - b) Date of Birth (Drop down calendar)
  - c) Passport size photo (to be uploaded by the Athlete)
  - d) Address (Full Postal Address)
  - e) Gender (Male or Female)
  - f) Mobile Number (to received notifications about your registration)
  - g) Email Address (to received notifications about your registration)
  - h) Sports Discipline (to be selected from drop down menu)
  - i) Aadhaar Number (to receive a unique identification number)
  - j) Password (to be created and confirmed by the User)
- 1.7.2 Fill in the following pertinent fields of relevant information in the Registration Form for the User (Academy):
- a) Name of Legal Entity
  - b) Status of Academy
  - c) Registration Number
  - d) Aadhaar Number (in case registered under an individual)
  - e) Name of Training Centre/Academy
  - f) Year of Operation
  - g) Address (Full Postal Address)
  - h) Sports Discipline and Category (to be selected from drop down menu)
  - i) Contact Person Details (Name, Designation, Email, Mobile Number)
  - j) Password (to be created and confirmed by the User)
- 1.7.3 The User, after successfully creating his/her profile shall receive a notification on their registered email address and mobile number regarding their username and unique Khelo India Identification number. The registered user can login on the Registration Portal by using their registered email address, username, Khelo India Identification Number, and selected password to complete the registration form.
- 1.7.4 Subsequently, to complete the registration process, the Registered User (Athlete) must provide the following information under respective heads to complete the registration process under the Registration Portal:
- a) Educational, Documentation and Bank Account Details (Information regarding the Education and Bank Account, and documents pertaining to Photo ID Proof, Date of Birth Proof, other Optional Documents and Bank Account shall be provided by the Registered User hereunder)
  - b) Training, Competition and Ranking Information (Information regarding the Coach, Training Center and history of sports training, i.e.

details of sporting achievements, athlete ranking shall be provided by the Registered User hereunder)

- c) Kitting Details (proper sizes to be provided by the Athlete)
- d) Summary/Statement on the Athlete's success story
- e) Action Photos and Videos (photos and video links of athlete while playing the respective sport to be uploaded/provided by the Athlete)

1.7.5 Further, to complete the registration process, the Registered User (Coach) must provide the following information under respective heads to complete the registration process under the Registration Portal:

- a) Coaching Experience (Nationality, Status, Employer ID, Employer Name, Training Centre KID Number, Name of Training Centre, Email Address, State/UT, District)
- b) Photo ID Proof (Aadhaar Number/Voter ID/Passport)
- c) Kitting Details (proper sizes to be provided by the Coach)
- d) Category of Event
- e) General and Sports-specific Education
- f) Coaching Experience (in years and months)
- g) Empanelled/Contracted for National Coaching Camp (Experience, Foreign Exposure, Other Coaching experience, List of current trainees)
- h) Playing Career (Best achievements)
- i) Awards received
- j) Outstanding past athletes trained

1.7.6 Furthermore, to complete the registration process, the Registered User (Academy) must provide the following information under respective heads to complete the registration process under the Registration Portal:

- a) Total Count of Male/Female Trainees
- b) Total Count of Current Coaches
- c) Total Count of Current Athletes
- d) Outstanding athletes trained in the past
- e) Strengths
- f) Summary/Statement on the Academy's success story
- g) Action Photos and Videos (photos and video links of athletes training at the respective academy to be uploaded/provided by the Academy)

1.7.7 The User shall be required to provide true, accurate, correct and complete information as prompted by the registration form for each User.

## **2. USE OF THE KHELO INDIA NATIONAL SPORTS REPOSITORY SYSTEM**

2.1 The Khelo India Registration Portal may include links to other websites or web pages. Such sites or pages are governed by their respective terms & conditions and privacy policies, which are beyond our control. Once you exit the Registration Portal and enter

a third party site through the Registration Portal, then such use of these third party websites/web pages by the you and/or the use of any information you provide to such websites/web pages shall be governed by the terms & conditions and privacy policy of the operator of the site you are visiting. Khelo India shall not be responsible for any use of third party site by such User.

- 2.2 The images and/or pictures and/or videos and/or media on the Registration Portal are for representation and illustration purposes only and SAI and/or MYAS and/or Government of India shall bear no responsibility and/or liability for the accuracy of any such image and/or picture and/or video and/or media. Such images and/or pictures and/or videos and/or media are for illustrative purposes only and designed to be a representation of general orientation of the proposed objects and/or details and/or existing facilities and are not in any way designed to represent or guarantee aspects of such objects/details/facilities. Actual objects and/or details and/or facilities may differ.
- 2.3 All materials provided on the Registration Portal, including but not limited to all information, materials, functions, text, logos, designs, graphics, images, sounds, software, documents, products and services (collectively, the "**Materials**"), and the selection, arrangement and display thereof, are the copyrighted works of SAI/Khelo India. All Materials herein and Khelo India's software are the exclusive properties of Khelo India. Except as stated herein, none of the Materials may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior written permission of Khelo India.
- 2.4 Subject to your compliance with these Terms, SAI/Khelo India hereby grants you the right to access and use the Registration Portal only for personal and non-commercial purposes. You undertake that you shall not use the Registration Portal for any commercial purposes and/or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.
- 2.5 When the Registration Portal provides for the download of any particular Materials, you may download such Materials to a computer or mobile device (as applicable) for your personal, non-commercial use only, provided that you shall:
  - 2.5.1 keep a record of and not amend copyright and other proprietary notices;
  - 2.5.2 make no modifications to, and do not rent, lease, loan, sell, distribute, copy (except to create a single copy for your own back-up purposes), or create any derivative works based on the Registration Portal or the Material, in whole or in part; and

- 2.5.3 not transfer any Material and/or any part thereof to any other computer and/or mobile device. Any commercial or business use of the Registration Portal or any Material is expressly prohibited.
- 2.6 Except as expressly provided above, nothing contained herein shall be construed as conferring, by implication, estoppel or otherwise, any license or right under any patent, trademark, design or copyright of Khelo India.
- 2.7 You acknowledge and agree that nothing in these Terms shall have the effect of transferring the ownership of any copyrights, trademarks, service marks, trade names, source code or other proprietary rights on the Registration Portal or Material or software or any part thereof to you or any third party.

### **3. PROHIBITED USE**

- 3.1 As a condition of your use of the Registration Portal, you shall not use the Registration Portal for any purpose that is unlawful or prohibited under these terms and conditions or under any Indian laws, statutes, order, ordinances and regulations. The duty to verify whether the use of the Registration Portal is legal in your jurisdiction is your sole and exclusive responsibility.
- 3.2 You shall not display, upload, modify, publish, transmit, update on the Registration Portal that is:
- 3.2.1 criminal or tortious activity, including child pornography, fraud including financial fraud and money laundering, trafficking in obscene material, drug dealing, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
  - 3.2.2 promoting illegal or tortuous activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - 3.2.3 using photos and/or pictures that are sexually explicit or pornographic, exposing the female breast or full exposure of either male or female buttocks, or any or all portions of the human genitalia; exposing anyone or anything involved in explicit sexual acts and/or lewd and lascivious behaviour, including masturbation, copulation, paedophilia, intimacy involving nude or partially nude people in heterosexual, bisexual, lesbian, or homosexual encounters; depicting anyone or anything that is crudely vulgar or grossly deficient in civility or behaviour or that shows scatological impropriety and any other content contravening good moral standards;

- 3.2.4 attempting to circumvent, disable or otherwise interfere with security-related features of the Registration Portal or features that prevent or restrict use or copying of any content or enforce limitations on the use of the Registration Portal or the content therein;
- 3.2.5 using exploits, automation software, hacks, mods or any other unauthorized software designed to modify or interfere with the Registration Portal, and taking advantage of exploits;
- 3.2.6 using any software that intercepts, mines, or otherwise collects information about other Users or copies and stores any Proprietary Materials;
- 3.2.7 interfering with, disrupting, or creating an undue burden on the Registration Portal or the networks connected to the Registration Portal;
- 3.2.8 attempting to impersonate another User or person;
- 3.2.9 soliciting personal information from anyone under the eighteen (18) years of age;
- 3.2.10 collecting, harvesting, soliciting or posting passwords or personally identifiable information from other Users;
- 3.2.11 using the account, username, or password of another account holder at any time or disclosing the User account password to any third party or permitting any third party to access the User Account;
- 3.2.12 using any information and/or access obtained from the Registration Portal in order to harass, abuse, or harm another person;
- 3.2.13 using any unfair, misleading or deceptive content intended to draw traffic to one's profile;
- 3.2.14 using the Registration Portal and/or software in a manner inconsistent with any and all applicable laws and regulations;
- 3.2.15 sub-license, rent, lease, sell, trade, gift, bequeath or other transfer of the User account associated with the User account to anyone;
- 3.2.16 access or use of a third-party account that has been sub-licensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the holder or the original account creator; and



3.2.17 using the Registration Portal and/or materials for commercial purpose and in a manner inconsistent with the terms mentioned herein.

#### **4. USER CONDUCT**

4.1 You agree to abide by these Terms and all other rules, regulations and policies as promulgated by the Games Technical Conduct Committee constituted for any/all events organized by SAI under the Khelo India Scheme and the respective National Sports Federations of each sporting discipline or any other stakeholder. Further, you agree to be abide by these Terms and Conditions, if you're selected as a 'Khelo India Athlete' or an 'Academy' accredited under Khelo India vertical, "Talent Search and Development", or any such rules, terms and conditions of any Governing Body or Committee constituted thereunder, which you are bound to uphold, and as specifically confirmed by SAI. In the event you do not abide by these Terms and all other rules, regulations and policies, Khelo India may, at its sole and exclusive discretion, take necessary remedial action, including but not limited to:

4.1.1 restricting, suspending, or terminating your access to all or any part of the registration portal;

4.1.2 de-activating or deleting your account and all related information and files on the account.

4.2 You agree to provide true, accurate, current and complete information at the time of registration and at all other times (as required by Khelo India). You further agree to update and keep updated your registration information as and when required by Khelo India.

4.3 You shall ***not register or operate more than one User account*** with Khelo India.

4.4 You will not transfer any of your rights or obligations under these terms to anyone else without consent of SAI/Khelo India.

4.5 You acknowledge that your ability to use your account is dependent upon external factors such as internet service providers and internet network availability and SAI/Khelo India cannot guarantee accessibility to the Registration Portal at all times. In addition to the disclaimers set forth in the Terms, SAI/Khelo India shall not be liable to the User for any damages arising from your inability to log into your account and access the services of the Registration Portal at any time.

4.6 You shall provide all the necessary documents and/or information as and when required by Khelo India as per compliance of the Republic of India laws and regulations.

- 4.7 You agree to ensure that you can receive all communication from Khelo India by marking e-mails from Khelo India as part of your "safe senders" list. Khelo India shall not be held liable if any e-mail remains unread as a result of such an e-mail being delivered to your junk and/or spam folder.
- 4.8 Any username, password, and your unique Khelo India Identification number issued by Khelo India to you shall not be revealed to anyone else. You shall strictly avoid using anyone else's password. You shall be responsible for maintaining the confidentiality of your username, profile, unique Khelo India Identification number and password. You agree to immediately notify Khelo India of any unauthorized use of your account or any other breach of security.
- 4.9 You agree to exit/log-out of your accounts at the end of each session. Khelo India shall not be responsible for any loss and/or damage that may result if you fail to comply with these requirements.
- 4.10 You agree not to use cheats, exploits, automation, software, bots, hacks or any unauthorised third party software designed to modify or interfere with the Registration Portal or assist in such activity.
- 4.11 You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying the Registration Portal.
- 4.12 You agree that without Khelo India's express written consent, you shall not modify or cause to modify any files or software that are a part of the Registration Portal.
- 4.13 You agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of (a) any computer or server used to offer or support the Registration Portal (each a "**Server**"); or (b) enjoyment of the portal by any other user or person.
- 4.14 You agree not to institute, assist or become involved in any type of attack, including without limitation to the distribution of a virus, denial of service, or other attempts to disrupt the Portal or any other person's use or enjoyment of the Registration Portal.
- 4.15 You shall not attempt to gain unauthorised access to the user accounts, servers or networks connected to the Registration Portal by any means other than the user interface provided by Khelo India, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Registration Portal.
- 4.16 You acknowledge that SAI/Khelo India may need to change the username of your account in certain circumstance (for example, if someone else claims the username

and/or it appears unrelated to the name of the User in everyday life). SAI/Khelo India will inform the User in advance, if SAI/Khelo India intends to do this, and provide a suitable reasoning/explanation for the same.

- 4.17 If you choose a username that, in Khelo India's opinion is considered to be obscene, indecent, abusive or that might subject Khelo India to public disparagement or scorn, Khelo India reserves the right, without prior notice, to change such username and intimate you or delete such username from the Registration Portal, deny you access to the Registration Portal, or any combination of these options.
- 4.18 Unauthorized access to the Registration Portal shall be considered a breach of these Terms and Conditions, Privacy Policy and a violation of the applicable Republic of India laws and regulations. You agree not to access the Registration Portal by any means other than through the interface that is provided by Khelo India for use in accessing the Registration Portal. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our site, except those that has been approved in advance and in writing by us.
- 4.19 Use of the Registration Portal shall be subject to existing Republic of India laws & regulations and legal processes. Nothing contained in these Terms and Conditions, shall limit the SAI/Khelo India's right to comply with governmental, court, and law-enforcement requests or requirements relating to User's use of the Registration Portal.
- 4.20 These Terms do not confer any third-party beneficiary rights. All of SAI/Khelo India rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or by operation of law or otherwise.
- 4.21 SAI/Khelo India always appreciates User Feedback and other suggestions about Khelo India NSRS portal. But, Users should know that SAI/Khelo India may use them without any restriction or obligation to compensate the User, and SAI/Khelo are under no obligations to keep the feedback confidential.
- 4.22 SAI/Khelo India reserve all rights not expressly granted hereunder to the User.

## **5. REPORT ABUSE**

- 5.1 We treat all abuse reports by Users on the Registration Portal seriously and are dedicated to investigating all the violations submitted to us.
- 5.2 To avoid erroneous or intentionally false reports and determine whether someone's rights under these Terms have been violated, we provide the following as a guide to report an abuse of the User's rights.

- 5.3 If you believe the Registration Portal contains content that is obscene, pornographic, sexually explicit, violent, or contains other adult content not appropriate for viewing by children, or any other prohibited conduct as per these terms, then submit the following information at the Feedback functionality built-in on the Registration Portal submit your report via email at [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com) .
- 5.4 If applicable, we will forward a copy of the complaint to the User of the Registration Portal. If you require your complaint to remain anonymous, please inform us of this. It is within Khelo India's sole discretion whether to enforce our terms in response to any particular complaint. If we do not act, it is not considered a waiver of any right to do so in the future. Please note, the information provided herein does not represent legal advice and is for informational purposes only. You may need to obtain professional legal advice for certain types of complaints.
- 5.5 We will remove any content containing pornography and/or any obscene or sexually explicit or adult content and/or any prohibited act under these terms that you report. In addition, we will report such content to the proper authorities as required under Indian law including but not limited to initiating any necessary legal proceedings with respect to the same. In most cases, we will also remove other types of adult content that are brought to our attention. However, all decisions regarding what constitutes adult content and/or obscenity are made solely by SAI / Khelo India.

## **6. PRIVACY POLICY**

- 6.1 The User hereby consents and agrees that the User has read and fully understood the contents and terms of the Privacy Policy of the Registration Portal and by using the Portal, the User has consented to such content and terms of the Privacy Policy of the Registration Portal. Please see and/or read and/or peruse the Privacy Policy of the Registration Portal.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 Unless otherwise stated, copyright and/or all intellectual property rights in all Materials on the Registration Portal (including but not limited to text, audio, video or graphical images, or technology, the look and feel of the Portal), trademarks and logos appearing on the Portal are the property of SAI and the Ministry of Youth Affairs & Sports, Government of India and are owned & controlled by SAI, the Ministry of Youth Affairs & Sports, Government of India and/or by other parties that have licensed their material to SAI and/or the Ministry of Youth Affairs & Sports, Government of India.
- 7.2 You shall not copy, reproduce, republish, upload, post, transmit or distribute the Materials available on the Portal in any way, including by e-mail and/or other electronic means and whether directly or indirectly and/or assist any other person to do the same. Without the prior written consent of the SAI / Khelo India, any

modification, use of the Materials on any other web site and/or networked computer environment and/or use of the Materials for any purpose other than personal, non-commercial use shall be considered a violation of the copyrights, trademarks and other proprietary rights of Khelo India and shall be prohibited.

- 7.3 Any use of the Material other than for personal and non-commercial purposes shall be considered as commercial use for the purposes of this clause. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Khelo India or remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line on other mark or source identifier included on the Portal, including without limitation, the size, colour, location or style of all proprietary marks. Any infringement shall be vigorously defended and pursued to the extent permitted by law.
- 7.4 The User hereby accepts and warrants that he/she shall indemnify Khelo India and/or its affiliates and keep them indemnified against all costs, damages, penalties and liabilities arising from or incurred by reason of any wrongful use, storage or processing of any breach of his/her obligations or warranties under these Terms.
- 7.5 The use of brand name/s, trademark/s and Intellectual Property Rights of Khelo India in any marketing and/or promotion activity by the User without Khelo India's approval is prohibited.
- 7.6 If at any time during the User's utilization and/or usage of the Registration Portal, the User becomes aware of any threatened or actual unauthorized use or any misuse of any Intellectual Property Rights owned by Khelo India, the User shall use all reasonable endeavors to directly notify Khelo India in writing of the possible infringement or infringement and include all of the facts in reasonable detail.
- 7.7 The Users consents to SAI/Khelo India to use their names or images (including photographs) in any form or medium for general marketing and promotional activities. The Users hereby irrevocably and perpetually assigns to SAI/Khelo India and its Broadcast & Media Partner, all rights, title and interest including rights in any form of intellectual property including copyright and any form of rights in Exploitation vested in and to the Performance for perpetuity throughout the World. The User agrees that the provisions of Section 19(4) and 19 A of the Indian Copyright Act, 1957 shall not apply to this Release. To the extent that the assignment of Performance in relation to future medium or mode of exploitation of Performance is not held valid by operation of law, notwithstanding the assignment of such rights in favour of SAI/Khelo India and its Broadcast & Media Partner.
- 7.8 The Users also grants, an irrevocable, exclusive, sub-licensable, perpetual right to SAI/Khelo India and its Broadcast & Media Partner for such future medium or mode of exploitation as may be developed in the future, for the entire world. Further, the

Users agree and acknowledge that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of exploitation of the Performance to any third party in breach of the Participant's and/or my obligation herein, anywhere in the world shall be null and void.

- 7.9 For the purposes of the Release Form (“**Release**”) and these Terms, the term “**Exploitation**” shall mean the utilization of the Performance in any form including but not limited to incorporation of the Performance in the Games and/or any other Event/Programme or film or any other mode or manner as may be decided by Khelo India and/or its Broadcast & Media Partner at its sole discretion in respect of the Performance, conversion of Performance from one format to another, communication to the Public, Broadcast, Performance in Public, adaptation, synchronization, reprography, reproduction, distribution, sale, commercial, rental, assignment, licensing, merchandising, remakes, sequels, prequels, versions, translations, including but not limited to the broadcasting thereof by radio, internet, mobile, public addressing system and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per- View, NVOD, SVOD, PVOD, FVOD made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based), any form of web based applications, computing & networking devices, mobile/telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future.
- 7.10 For the purpose of this Release, the terms ‘Broadcast’, ‘Communication to the Public’, ‘Performance /Perform in Public’, ‘Sound Recording’, ‘Musical Works’, ‘Visual Recording’ shall have the same meanings as defined in the Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.
- 7.11 The Users hereby acknowledge and agree that:
- 7.11.1 SAI/Khelo India and its Broadcast & Media Partner by virtue of being the exclusive owner of the Performance and all rights, title and interest vested in the Performance, as assignee of copyright in the Performance and all rights, title and interest in the Performance, has exclusive and sole right to itself exercise as it deems fit as well as authorize, assign or license the Exploitation of the Performance and all rights, title and interest vested in therein or any parts thereof.
- 7.11.2 SAI/Khelo India and its Broadcast & Media Partner are the exclusive and perpetual owner from inception till perpetuity and throughout the world of

the Performance as well as of Sound Recordings incorporating such Performance and of all copyright or other intellectual property rights in such Performance in Public and Sound Recording.

- 7.11.3 SAI/Khelo India and its Broadcast & Media Partner shall be entitled at all times to the exclusive right of production, reproduction, distribution, sale, exploitation, use and performance (including without limitation by means of broadcasting, diffusion and other forms of transmission whether via computer and for telecommunications networks or in any manner whatsoever) throughout the world, for perpetuity by any and every means known now and invented at a future date of the recording(s).
- 7.11.4 Further, the Users hereby agree, to waive any so called 'moral rights' vested in favour of the User's participation under law.
- 7.11.5 SAI/Khelo India and its Broadcast & Media Partner shall be entitled to license or assign any rights acquired hereunder pertaining to the Performance, including but not limited to the rights of manufacture, distribution, sale, use and performance (including broadcasting) to third parties.
- 7.12 SAI/Khelo India and its Broadcast & Media Partner shall have a non-exclusive, perpetual, royalty-free, worldwide and irrevocable right and license to use and publish the Participant's name and professional name (if any and as the same may change from time to time) photographs and likenesses and biography for labelling, cataloguing, marketing and exploiting the recordings, etc.
- 7.13 SAI/Khelo India and its Broadcast & Media Partner shall at all times have the right in its sole and absolute discretion to decide according to their commercial judgment how to exercise the rights granted herein. The Users hereby release, discharge and agree to hold harmless SAI, Khelo India, its Broadcast & Media Partner, its legal representatives and assigns, and all persons acting under its authority from all claims, causes of action and liability of any kind, now known or unknown, in law or in equity, based upon or arising out of the Performance and SAI/Khelo India and its Broadcast and Media Partner's exploitation thereof or this Release, including, without limitation claims arising out of copyright and the User's right of publicity.
- 7.14 We, at Khelo India, respect other people's intellectual property rights and if you believe that any content or material on the Registration Portal infringes on your intellectual property rights, you can write and inform us about the same [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com) .

**8. PARENTS AND/OR LEGAL GUARDIAN:**

- 8.1 A User, who is “competent/capable” of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register on the Registration Portal. A User, who is a minor, as per the provisions of the Majority Act, 1875, will not be eligible to register without the written consent/assent of the User’s Parents/Legal Guardian to these Terms.
- 8.2 In the event, a Minor User uses the Registration Portal, it is assumed that the User has obtained the consent of their Parents/Legal Guardian, and such use is made available by the Parents/Legal Guardian of the User.
- 8.3 SAI/Khelo India will not be responsible for any consequences that may arise, as a result of misuse of any kind of the Registration Portal that may occur by virtue of any User, including a minor registering for the Registration Portal, for the services provided thereof.
- 8.4 By virtue of continuing to use the Registration Portal, the Users warrant that all the data provided by the user is accurate and complete, and that the minor athletes/Users using the Registration Portal has obtained valid consent of their Parents/Legal Guardian.
- 8.5 SAI/Khelo India reserves the right to terminate any User account, and/or refuse to provide user with access to the Registration Portal, if it is discovered that the User is under the age of 18 (eighteen) years, and the consent to the use of the Registration Portal is not made by the minor User’s Parents/Legal Guardian or any information provided by the User is inaccurate.
- 8.6 The User acknowledges that SAI/Khelo India does not have the responsibility to ensure that the User conform to the aforesaid eligibility criteria. It shall the sole responsibility of the User to ensure that they meet the required eligibility criteria as per these Terms.
- 8.7 It is the sole responsibility of the Parents/Legal Guardians to ensure that the account information provided by their minor Users is accurate, complete, and latest. Parents / Legal Guardians shall be responsible for maintaining the confidentiality of the account information and for all activities that occur under respective minor User’s account. The Parents/Legal Guardians agree to (a) ensure that the Minor Users successfully log out from their user account at the end of each session; (b) and immediately notify SAI/Khelo India of any unauthorized use of User account. If there is a reason to believe that there is likely to be a break of security or misuse of user account, SAI/Khelo India may request the User to change the password or we may suspend the User account without any liability to SAI/Khelo India, for such a period of time as SAI/Khelo India may deem appropriate in the circumstances. SAI/Khelo India shall not be liable for any loss or damage arising from user failure to comply with this provision.
- 8.8 The User may designate Parents/Legal Guardian to manage their user account, if it is memorialised. Only the Parents/Legal Guardians of Users, who have been identified in a valid will or similar document expressing clear consent to disclose user content upon



death or incapacity will be able to seek disclosure from the user account after its memorialised.

## **9. LIMITATION OF LIABILITY**

9.1 The Users acknowledge and agree that by accepting to bear the inherent risks of participating and playing in any event or other initiatives organized and implemented by SAI under the Khelo India Scheme, he or she will not bring any claim or proceeding against SAI/Khelo India for any damage, loss or injury whatsoever that he or she may suffer from participation in the such games, events or other initiatives.

9.2 In no event shall SAI/Khelo India, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any:

9.2.1 errors, mistakes, or inaccuracies of content;

9.2.2 personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Registration Portal;

9.2.3 any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;

9.2.4 any interruption and/or cessation of transmission to or from our servers;

9.2.5 any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Portal by any third party;

9.2.6 any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available *via* the Portal, whether based on warranty, contract, tort, or any other legal theory, and whether or not Khelo India is advised of the possibility of such damages; and/or

9.2.7 the disclosure of information pursuant to these terms and conditions or privacy policy of the Registration Portal. The foregoing limitation of liability shall apply to the extent permitted by law in the applicable jurisdiction;

9.3 You specifically acknowledge that SAI/Khelo India shall not be liable for any User's submissions/uploads and/or any defamatory, offensive, or illegal conduct of any third party and that the risk of any harm or damage from the foregoing shall rest entirely with you.

- 9.4 The Users hereby acknowledge and confirm that the User's participation in the Games, Events, or any other initiatives involves certain risks of physical or bodily injury, and that they are aware of such dangers and risks to the User's person and property. They also understand that by participating in such Games, Events or initiatives, the Users may also be exposed to certain risks and dangers that may presently be unknown.
- 9.5 The Users further confirm that in light of the potential risks and dangers of participating in the Games, Events or initiatives, the Users shall fully comply with applicable laws, policies, rules and regulations, and any instructions provided by any representative of SAI/Khelo India, any/all stakeholders, and/or its Broadcast & Media Partner regarding participation in the Games.
- 9.6 Furthermore, the Users hereby also understand and agree:
- 9.6.1 that SAI/Khelo India, any/all other stakeholders and its Broadcast & Media Partner does not insure any Users in relation to their participation in the Games;
- 9.6.2 that any insurance coverage in relation to claims arising out of injuries or bodily harm suffered by the Users during the course of his/her participation in the Games shall be through personal insurance; and
- 9.6.3 SAI/Khelo India and its Broadcast & Media Partner or any other stakeholder shall have no responsibility or liability for injury or bodily harm suffered by the Users during the course of participation in the Games. They further acknowledge and confirm that they have voluntarily elected to participate in the Games with full knowledge of the dangers involved and hereby agree to accept and assume any and all risks of property damage, personal injury or death.

## **10. REPRESENTATIONS & WARRANTIES**

- 10.1 The User, not limiting the User's statutory rights, expressly acknowledges and agrees to the following:
- 10.1.1 The User uses the Portal at the User's own risk. Khelo India expressly disclaims all express or implied representations or warranties;
- 10.1.2 Each User shall bear their own risk concerning all the activities being undertaken by the User through the Portal;
- 10.1.3 The User understands that certain delays can occur in the Portal's system/network and therefore he/she shall not hold SAI/Khelo India responsible for any system/network related problems;
- 10.1.4 SAI/Khelo India does not guarantee, amongst other things that:

- a) the Portal will meet the user's expectations;
- b) the Portal will be accessible without interruption or in a timely, reliable or fault-free manner;
- c) the results obtained through use of the Portal will be correct and reliable;
- d) the quality of the products, services, information or other material obtained by the User through the Portal will meet the User's expectations.

10.2 The User shall be solely responsible for damages to the User's data system or for loss of data arising from downloads of content from the Registration Portal.

10.3 In consideration for the User being allowed to voluntarily participate in the Games, Events or any/all initiatives organized by SAI/Khelo India, the Users hereby agree to forever:

10.3.1 waive, release and discharge SAI/Khelo India, any other stakeholder and/or its Broadcast & Media Partner and their officers, directors, employees, agents and/or representatives from any and all liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the User as a direct or indirect result of his/her participation in the Games;

10.3.2 defend, indemnify and hold harmless SAI/Khelo India, any other stakeholder, and/or its Broadcast & Media Partner and their officers, directors, employees, agents and/or representatives from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from the User's actions during his/her participation in the Games; and

10.3.3 consent for the User to receive medical treatment, which may be deemed advisable in the event of an injury, accident or injury during the User's participation in such Games/Event.

## **11. TERMINATION**

10.1 We reserve the right, at our discretion, to immediately, with or without notice, suspend or terminate your registration, the Terms and Conditions and/or your access to all or any portion of the Registration Portal and/or remove any registration information or User content from the Registration Portal. Upon termination or expiration of the Terms and Conditions, your obligations and Khelo India's rights and disclaimers survive, but your right to use the Registration Portal immediately ceases.

## **12. INDEMNITY**

12.1 You agree to defend, indemnify and hold harmless SAI/Khelo India, any/all stakeholders and/or its Broadcast and Media Partner, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Portal; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any trademark, copyright, property, or any other privacy right; (iv) any violation of applicable law, rules, regulation, orders and ordinance.

12.2 This defence and indemnification obligation shall survive these Terms and Conditions.

### **13. NON-COMMERCIAL USE**

13.1 The Registration Portal – User Profile is for the User’s personal use only and shall not be used in connection with any commercial endeavors.

13.2 Any use of the Registration Portal User Profile in violation of the above provision, including communicating any advertisement or solicitation, or collecting usernames, Khelo India Identification Numbers, and/or email addresses of account holders by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking is prohibited.

13.3 Khelo India reserves all rights to suspend and/or terminate any User’s account for violation of the above stated and initiate any legal proceedings in order to safeguard its rights under this present Terms and Conditions.

### **14. DISCONNECTION POLICY**

14.1 Khelo India shall not be liable for any network outage or any problems/interruptions with network connectivity as the same is beyond Khelo India’s control.

14.2 Khelo India shall not be responsible and/or liable for any interruption in the Portal caused at the User’s end due to an incoming call, message, chat, video call or any other interruption on the mobile phone device. In case of any interruption on the Portal on the User’s device, the Portal shall still continue and the User shall assume complete responsibility for such interruptions.

## **15. FORCE MAJEURE**

- 15.1 Neither party to these Terms shall be liable for any loss and/or any failure to perform any obligation under these Terms due to causes beyond its reasonable anticipation or control including real or potential labour disputes, governmental actions, war or threat of war, sabotage, civil unrest, demonstrations, fire, storm, flooding, explosion, earthquake, provisions or limitations of materials or resources, inability to obtain the relevant authorization, accident and defect in electricity or telecommunication network, among other events.
- 15.2 Force Majeure and/or another event beyond Khelo India/SAI's control hindering, delaying or complicating the maintenance of the Registration Portal, shall entitle Khelo India/SAI to suspend or limit the Registration Portal until further notice.

## **16. GOVERNING LAW & JURISDICTION**

- 16.1 The courts of competent jurisdiction at New Delhi shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Registration Portal provided by SAI/Khelo India (including the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the User(s), as well as the exclusive jurisdiction to grant interim or preliminary relief in case of any dispute referred to arbitration as given below. All such issues and questions shall be governed and construed in accordance with the **laws of the Republic of India.**

## **17. DISPUTE RESOLUTION**

- 17.1 If any question, issue, difference or dispute arises between the disputing parties as to the interpretation of these Terms and Conditions or as to the duties and/or liabilities of either Party to these Terms hereunder or as to any matter and/or thing arising out of or under these Terms, the party raising the dispute shall provide a written notification ("**Notification**") to the other party. On receipt of Notification, the parties shall first try to resolve the dispute through discussions.
- 17.2 In the event that the parties are unable to resolve the dispute within fifteen (15) days of receipt of Notification, the dispute shall be settled by arbitration by the sole arbitrator appointed by the Secretary (Sports), Department of Sports, Ministry of Youth Affairs and Sports, Government of India. **The Arbitration proceedings shall be conducted at New Delhi in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time and the Award so made shall be final and binding on all the parties. The language of arbitration proceedings shall be English.**

- 17.3 The arbitrator shall be entitled and fully empowered to pass interim orders and awards, including the orders for specific performance and such orders would be enforceable in competent courts. The arbitrator shall give a reasoned award.
- 17.4 Nothing contained in these Terms and Conditions shall prevent SAI/Khelo India from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard SAI's/Khelo India's interest prior to, during or following the filing of arbitration proceedings or pending the execution of a decision or award in connection with any arbitration proceedings from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not constitute a waiver on the part of SAI/Khelo India to pursue any remedy for monetary damages through the arbitration described herein.

## **18. ENTIRE AGREEMENT**

- 18.1 The Terms and Conditions and Privacy Policy, as amended from time to time, constitute the entire agreement between you and SAI/Khelo India. If any provision of these Terms is considered unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions, which shall remain in full force and effect.

## **19. WAIVER**

- 19.1 No waiver of any terms of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term and SAI/Khelo India's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

## **20. SUPPORT**

- 20.1 Subject to the other provisions of this Terms and Conditions, SAI/Khelo India will attempt to help the User of the Portal with any queries or problems that he/she may face on the Portal.
- 20.2 To reach our customer support team, the User is required to e-mail us at [nsrs.khelolandia@gmail.com](mailto:nsrs.khelolandia@gmail.com) . It will expedite the User request for assistance by providing our representatives with all the information they need to solve the User's problem as quickly as possible.

## **21. UPDATES TO THE REGISTRATION PORTAL**

- 21.1 SAI/Khelo India may find it necessary to update or reset certain parameters to balance the use of the Portal. SAI/Khelo India reserves the right to make these updates and is not liable to the User for these changes.
- 21.2 The User is requested to contact us at [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com) for any questions regarding customer relations and any issues arising from the User's activity on the Registration Portal.

## **22. INFORMATION SECURITY**

- 22.1 We are committed to protecting the security of your personal information. Protection of the User Information, including the registration details the User provides to us, is a priority for us. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure.
- 22.2 Any personal information which identifies the User will be encrypted at all times whilst in transit over the internet. The technology used by us encrypts any information sent by the User on secured pages. Our server then reads the information using a private key. This means that your information is turned into a code that can only be decoded with the private key or password.
- 22.3 Whilst neither we, nor any other organization, can guarantee the security of information processed online, we do have appropriate security measures in place to protect your personal information. For example, we store the personal information you provide on computer systems with limited access that are located in facilities to which access is limited.
- 22.4 To further protect your privacy and security, we reserve the right to take reasonable steps (such as requesting your password) to verify your identity before granting you profile access or making corrections.
- 22.5 Additionally, you should ensure your password is kept secret at all times. You will be responsible for maintaining the secrecy of your password and account information.

## **23. CONDITIONS OF USE**

- 23.1 The Registration Portal is not available to any person previously removed and/or suspended and/or disbarred and/or disqualified from using the Registration Portal by Sports Authority of India / Ministry of Youth Affairs and Sports/ Government of India.

## **24. COMMUNICATION SUPPORT/NOTICES**

- 24.1 All communications between the Users and SAI/Khelo India shall be in written form via Electronic mail. All communications shall be in either English or Hindi.
- 24.2 To contact SAI/Khelo India in relation to any information about the Registration Portal at [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com) whereas for any customer support, the User is required to submit a support request to customer support team at [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com) .

## **PRIVACY POLICY -** **KHELO INDIA NATIONAL SPORTS REPOSITORY SYSTEM**

This Privacy Policy applies to the entire contents of the Registration Portal, “*Khelo India National Sports Repository*” (“**Registration Portal**” or “**Portal**” as the context may otherwise require) as operated by **Sports Authority of India (“SAI”) under the aegis of Ministry of Youth Affairs and Sports, Government of India [“Khelo India”]**. For the purpose of this Privacy Policy, as and where applicable, the term “SAI” shall also include and refer to the various stakeholders, namely, the Ministry of Youth Affairs and Sports (*MYAS*), National Anti-Doping Agency (*NADA*), *TEAMS* and *TOPS* Divisions of SAI, High Performance Laboratory (*HPL*), Talent Search and Development (*KITD*) vertical of Khelo India, Games Technical Conduct Committee (*GTCC*) constituted for the Games organized by SAI/Khelo India, National Sports Federations (*NSFs*) for various sports disciplines, School Games Federation of India (*SGFI*), Association of Indian Universities (*AIU*), various participating States and Union Territories (*UTs*), and the Host State for each edition of the Games organized by SAI/Khelo India, etc.

Further, for the purpose of this privacy policy, wherever the context may so require “**you**” or “**your**” or “**user**” shall mean any natural or legal person who has agreed to become a User (“**Athlete**”, “**Coach**”, and/or “**Academy**”) of the Registration Portal by registering on the Registration Portal as registered user. Your access or use of the Registration Portal is subject to the Privacy Policy as set out hereunder. ***Please read the Privacy Policy below carefully before using Khelo India National Sports Repository System. By using or registering on Khelo India National Sports Repository System, you accept and agree to the terms of this Privacy Policy. If you do not accept these terms, you are hereby advised not to access Khelo India National Sports Repository System.***

The Users are responsible for ensuring their information is current and accurate. The User may update their information through the ‘Profile’ section of the Registration Portal, and we will use reasonable efforts to process any change the User makes; provided, however, that requests to delete information are subject to the Registration Portal’s internal reporting, processing and retention policies and all applicable legal obligations and existing legislations.



We at Khelo India are committed to preserving the privacy of all visitors to our Registration Portal. We are committed to ensuring that all activities made available via the Portal will be provided in a safe and secure online environment. By accepting the Registration Portal's Privacy Policy and the Terms and Conditions at the time of registration, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the Khelo India Registration Portal's Terms and Conditions. This Privacy Policy is effective upon acceptance in registration for new registering Users (“**Athlete**”, “**Coach**”, and “**Academy**”).

This Privacy Policy works in conformance to the relevant rules, amendments and notifications as promulgated by the Ministry of Communication and Information Technology, Government of India read with the prevailing sections under the Information Technology Act, 2000 (21 of 2000) read with relevant rules issued under the Information Technology Act, 2000.

Please read the following carefully to understand our views and practices regarding the User Information.

## **KHELO INDIA NATIONAL SPORTS REPOSITORY SYSTEM**

The Registration Portal is being operated by Sports Authority of India (“**SAI**”) under the “Khelo India – National Programme for Development of Sports” Scheme wherein the Athletes, Coaches, and Academies can register themselves hereon to build a national repository of prospective Athletes, Coaches and Academies, which will further achieve the twin objectives of broad-basing of sports and promotion of excellence in sports as laid down under the Khelo India Scheme. The Registration Portal has been designed in a way to ease the process of gathering of pertinent information from the prospective Athletes, Coaches, and Academies who will be participating in the upcoming initiatives as implemented by SAI under the Khelo India Scheme.

## **YOUR PRIVACY: OUR COMMITMENT**

At Khelo India, we are committed to protect your privacy and recognise that you have a right to know about the information we access or collect about you, how your information is being used by us and what we do to protect your information. Please read the following policy to understand how your personal information shall be treated by the Khelo India National Sports Repository System. Our commitment towards privacy and protection of User data is based on the principles of lawfulness, transparency, fairness, accuracy, data minimisation, integrity and confidentiality.

## **WHAT DOES THIS PRIVACY POLICY COVER?**

This Privacy Policy is part of the Terms and Conditions of the Khelo India National Sports Repository System, and covers the treatment of user information, including personally

identifying information, obtained by SAI/Khelo India including information obtained when you access the Registration Portal or any other software provided by Khelo India and any information that you may share through use of the Registration Portal.

## **INTRODUCTION**

- a) This Portal may collect personal information of the Athletes (Personal Information, Contact Information, and Additional Information & Documents pertaining to the Education and Bank Account, Training, Competition and Ranking Information, Kitting Details, Statement on the Athlete's success story, and action photos and videos of each athlete, etc.), Coaches (Personal Information, Contact Information, and Additional Information & Documents pertaining to Education and Experience, Kitting Details, Coaching Details, etc.), and Academies (Legal Entity and Status, Contact Details, Details of Coaches, Athletes and Statement on Academy's success story, and action photos and videos of the Academy).
- b) This Privacy Policy should be read in conjunction with our Terms and Conditions. By accessing the Portal, you are consenting to the collection and use of information described in this Privacy Policy. The terms of this Privacy Policy apply and extend to the Users and the Parents and/or Legal Guardians of minor Athletes and the rights ascribed to such minor Athletes under this privacy policy extend and apply in equal measure to such Athletes and their Parents and/or Legal Guardians.
- c) The User's use of the Portal and any information the User may provide through the Portal remains subject to the terms of this Privacy Policy and our Terms and Conditions, as each may be updated from time to time.
- d) The User through access of the Registration Portal and acceptance of this Privacy Policy, hereby warrants and accepts that he/she has given his/her explicit and unequivocal consent to Khelo India for collection and processing of his/her personal information and that the said collection and processing of his/her personal information is necessary for Khelo India to fulfil their obligations for the provision of Registration Portal to the said User and the User's participation on the said Portal.
- e) The User hereby accepts and agrees that the Registration Portal shall be available and accessible only to Users situated within the territorial boundaries of the Republic of India.
- f) Any questions, comments or complaints that you might have should be emailed to [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com) or forwarded in writing to our address located: Khelo India Division, 1<sup>st</sup> Floor, SAI HQ, JLN Stadium Complex, Entry Gate No.10, Lodhi Road, New Delhi 110003.

## **COLLECTION & MANAGEMENT OF USER INFORMATION**

- a) The Registration Portal may collect personal information about the Users to register them for building a national repository of athletes, coaches and academies across India, which will be used for the purposes of nomination to ensure the smooth and timely

management of the upcoming Games, Events or various initiatives implemented by SAI under the Khelo India Scheme.

- b) Further, the Registration Portal may collect personal information about the Users, if any User is selected as a Khelo India Athlete or Khelo India Accredited Academy under the Khelo India vertical, Talent Search and Development or KITD or by any governing body of committee constituted by SAI under the Khelo India Scheme.
- c) Such details will be submitted on to the Games Management System for the various stakeholders to nominate the Users eligible to participate in the upcoming Games, Events and various initiatives implemented by SAI under the Khelo India Scheme.
- d) The personal information provided by the Users include certain sensitive personal information of minor children/athletes/talents, which can only be provided by the parents/legal guardians of such minor children/athletes/talents. No other third parties shall be allowed to register minor users on the Registered Portal and provide information on the Portal. SAI shall not be liable for any breach and/or non-compliance of this provision by any User and reserves all rights to initiate any legal proceedings for such a breach and/or non-compliance against the respective Users.
- e) Any information provided by the User through the User's posts/comments, opinions and feedback which may be uploaded on any public forum through the Portal and/or review portal of the Registration Portal may be collected by Khelo India.
- f) SAI/Khelo India shall use the personal information provided by the Users to ascertain the nominations received for the upcoming Games, Events and/or other initiatives implemented by SAI under the Khelo India Scheme.
- g) We may disclose the information we collect or receive from you to the following stakeholders and their representatives who process your information to nominate their respective entries for the upcoming games, events and initiatives implemented by SAI under the Khelo India Scheme:
  - Sports Authority of India
  - Khelo India
  - Nodal Officers as nominated by the States and Union Territories
  - Nomination Committee for each State and Union Territory
  - Representatives of National Anti-Doping Agency
  - Representatives of National Sports Federations for each Sporting Discipline
  - Representatives of School Games Federation of India
  - Representatives of Association of Indian Universities
  - Representatives of other stakeholders nominated for each vertical/component of Khelo India Scheme
  - Host State of the upcoming Games/Events
- h) Khelo India also reserves the right to disclose personal information that Khelo India believes, in good faith, is appropriate or necessary to enforce our Terms and Conditions, take precautions against liability or harm, to investigate, prevent and/or respond to third-party claims or allegations, suspected illegal activities, fraud, to respond to court orders or official requests, to comply with state and federal regulations, including but not limited to sharing with appropriate tax authorities, to protect the security or integrity

of our Portal, to report violations of Khelo India's eligibility rules to third parties or safety of Khelo India, our users or others.

- i) In the event control of the Registration Portal is acquired by a new government entity and/or organization and/or government body, your information may be transferred to the new government entity and/or organization and/or government body as such a transfer may be necessary for the continued operation of the Registration Portal. Any changes to the privacy policy by the new government entity and/or organization and/or government body shall be notified on the Registration Portal.
- j) We assure you that your personal information so collected shall be protected by Sports Authority of India and the Ministry of Youth Affairs and Sports, Government of India.

## **USER RIGHTS UNDER THIS PRIVACY POLICY**

Notwithstanding anything stated under this Privacy Policy, the following rights provided to the User under this Clause shall extend in equal measure to the minor athletes/talents and their legal guardians and/or parents as well:

- a) **Right to withdraw consent:** The Users or the parents/legal guardians shall have the right to withdraw consent they had accorded while submitting their information on the Registration Portal.
- b) **Right to update Information:** The Users can access and update certain personal information Khelo India holds about you at any time by logging into your account via the Registration Portal.
- c) **Right to erasure (Right to be forgotten):** The User shall have the right to obtain from Khelo India the erasure of personal data concerning him or her without undue delay and Khelo India shall have the obligation to erase personal data without undue delay where one of the following grounds applies:
  - the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - the User withdraws consent on which the processing is based and where there is no other legal ground for the processing;
  - the User objects to the processing pursuant to their right to object and there are no overriding legitimate grounds for the processing;
  - the personal data has been unlawfully processed;
  - the personal data must be erased for compliance with a legal obligation under any law to which Khelo India is subject.
- d) **Right to data portability:** The Users shall have the right to receive the personal data concerning him or her, which he or she has provided to Khelo India, in a structured, commonly used and machine-readable format and have the right to transmit those data to another entity/body without hindrance from Khelo India.
- e) **Right to rectification:** The User shall have the right to obtain from Khelo India without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the User shall have the right to have

incomplete personal data completed, including by means of providing a supplementary statement.

### **THIRD-PARTY CONTENT POLICY *(If applicable on Registration Portal)***

- a) We do not claim any ownership rights in any Third Party Content on the Portal. You agree that you are solely responsible for any Third Party Content posted by you under your username.
- b) You agree to pay for all royalties, fees or any other monies owed to any third party as a result of you posting any Third Party Content on the Portal.
- c) You acknowledge that the following constitutes (but is not limited to) prohibited Third Party Content which:
  - is offensive, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual or exploits, harasses or advocates harassment of any person;
  - constitutes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - contains nudity, excessive violence, or offensive subject matter or links to any such content;
  - solicits personal information from anyone under 18 (eighteen) years of age;
  - contains information that poses or creates a privacy or security risk to any person;
  - contains an unauthorized copy of another person's copyrighted work; and
  - includes a photograph or video of another person that you have posted without that person's consent.
- d) Links to other websites: The Registration Portal may contain links to enable you to visit other Websites of interest easily. However, once you have used these links to leave our Portal, you should note that we do not have any control over that other Website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such Websites and such Websites are not governed by this privacy policy. You should exercise caution and look at the privacy policy applicable to the Website in question.
- e) Acceptance and Changes to Security and Privacy Policy: You acknowledge and accept that your use of the Registration Portal indicates your acceptance of the Registration Portal's Terms and Conditions and Privacy Policy.

### **COOKIES POLICY**

- a) Cookies Information: When you visit the Registration Portal, we may send one or more cookies - small files - to your computer or other device, which may enable us or others to uniquely identify your browser. Khelo India may use both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. Session cookies

are temporary and typically disappear after you close your browser. You may be able to reset your web browser to refuse all cookies or to indicate when a cookie is being sent. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. However, some features of the Portal may not function properly if the ability to accept cookies is disabled.

- b) A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow Portal locations to respond to you as an individual. The Registration Portal can alter its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- c) Cookies help us provide you with a better Registration Portal, by enabling us to monitor which sections of the Registration Portal you find useful and not useful. A cookie in no way gives us access to your computer or other device or any information about you, other than the data you choose to share with us.
- d) We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our Registration Portal in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.
- e) Log File Information: When you use the Portal, the servers may automatically record certain information that your device sends whenever you visit any website and use certain apps. These server logs may include information such as your web or app request, Internet Protocol ("IP") address, browser type, browser language, referring/exit pages and URLs, Portal type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, the actions you take on a page and one or more cookies that may uniquely identify your browser.

## **DATA STORAGE POLICY**

All the information collected in the database by the Portal shall be stored locally on the NICSI (National Informatics Centre Services Inc.) servers.

## **INFORMATION SECURITY**

- a) We are committed to protecting the security of your personal information. Protection of the User Information, including the registration details the User provides to us, is a priority for us. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure.
- b) Any personal information which identifies the User will be encrypted at all times whilst in transit over the internet. The technology used by us encrypts any information sent by the User on secured pages. Our server then reads the information using a private key. This means that your information is turned into a code that can only be decoded with the private key or password.

- c) Whilst neither we, nor any other organization, can guarantee the security of information processed online, we do have appropriate security measures in place to protect your personal information. For example, we store the personal information you provide on computer systems with limited access that are located in facilities to which access is limited.
- d) To further protect your privacy and security, we reserve the right to take reasonable steps (such as requesting your password) to verify your identity before granting you profile access or making corrections.
- e) Additionally, you should ensure your password is kept secret at all times. You will be responsible for maintaining the secrecy of your password and account information.

## **PRIVACY MEASURES FOR MINORS**

- a) Registration as a 'User' on the Registration Portal is intended only for Athletes, Coaches, and Academies that will form a part of a national repository for upcoming Games, Events and/or any other initiatives implemented by SAI under the Khelo India Scheme.
- b) Only the legal guardian/parent of the minor athletes who have consented to the sharing of sensitive personal information of the minor Athletes on the Registration Portal will be allowed to register on the Portal.
- c) If the User or the parent/guardian of minor User believe that we may have inadvertently collected personal information, they can notify us and make a request for modification/correction/deletion of the same immediately by sending an email to [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com).

## **CHANGES AND UPDATES TO INFORMATION**

- a) This Privacy Policy may be revised from time to time and this will be reflected by the "Last update posted" date above. Please revisit this page to stay aware of any changes.
- b) Contact Information: Please contact the Khelo India Registration Portal with any questions or comments about this Privacy Policy by emailing us at [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com)
- c) The User is responsible for keeping his/her information current. The User may update his/her information by contacting us at [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com) and we will use reasonable efforts to process any change the User makes; provided, however, that requests to delete information are subject to our internal reporting, processing and retention policies and all applicable legal obligations.

## LANGUAGE

All communications between the User and the Registration Portal shall be communicated in written form vide Electronic Mail (E-Mail) and in either English or Hindi language. Further, all communications between the User and the Customer Support shall also be conducted in either English or Hindi language.

## FEEDBACK/CUSTOMER SUPPORT

- a) All telephone and/or email conversations from the Users to our Feedback/Customer Support Centre may be recorded both to assist us in training and in quality management, and to allow for the speedy resolution of the queries.
- b) All communications with Khelo India and its Feedback/Customer Support shall be conducted in Parliamentary language (the language which is not offensive and/or abusive).
- c) Khelo India prevents and prohibits any such use of offensive and/or abusive language and strictest of actions shall be taken against the User who uses such offensive and/or abusive language including but not limited to suspension and/or termination of the User Profile.
- d) Any comments or suggestions that you may have and which may contribute to improvement of the Khelo India Registration Portal will be appreciated. Please feel free to write to us at [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com) in case you want to share your feedback with us. In case of any grievances, you may send your complaints for redressal to [nsrs.kheloindia@gmail.com](mailto:nsrs.kheloindia@gmail.com)

***This is the current Privacy Policy which should be read in conjunction with the Terms and Conditions of the Khelo India Registration Portal. It replaces any other Privacy Policy for the Registration Portal published on the Khelo India Registration Portal to date. SAI/Khelo India may at any time amend the Privacy Policy by publishing the amended Privacy Policy on the Khelo India Registration Portal without notice, unless there is a material change to the rights granted to users herein. If the terms of this Privacy Policy are not acceptable to you, please do not continue using the Khelo India Portal provided through the same***