



Rules & Regulations

NIELSEN IQ RULES FOR APPLICATION TO AND PARTICIPATION IN THE 2024 NIQ FOUNDERS PITCH SLAM

NielsenIQ (India) Private Limited (formerly known as Nielsen (India) Private Limited) (“NielsenIQ” or “NIQ”) will host its 2024 NIQ Founders Pitch Slam culminating with a live pitch at the NielsenIQ SMB Pitch Slam event in Mumbai, India to be held on August 22nd, 2024, at The Westin Mumbai Garden City hotel, Goregaon East, Mumbai, India.

The NIQ Founders Pitch Slam recognizes and awards innovative and transformative emerging Consumer Packaged Goods Brands, while providing contestants exposure to potential investors and future collaborators, customer prospects, and other interested business and industry leaders.

NIQ FOUNDERS PITCH SLAM RULES

By participating in the 2024 NIQ Founders Pitch Slam events (the “Pitch Slam Competition” or the “Event”), all Pitch Slam Competition applicants and participants agree to be bound by the rules set forth in this document, including any linked documents (collectively, the “Pitch Slam Rules”) and by NielsenIQ’s decisions, which are final and binding in all matters related to this Pitch Slam Competition.

1. OVERVIEW:

The Pitch Slam Competition consists of four stages. In the first stage, NielsenIQ will select the top twenty-four (24) applicants (the Entrants) based on information provided as part of the Pitch Slam Competition application process (all as may be validated by NielsenIQ), together with certain other criteria communicated as part of the application process. The second stage will further filter the Entrants, bringing it down to the top twelve (12) applicants (the Semi Finalists) based on information provided as part of the Pitch Slam Competition application process (all as may be validated by NielsenIQ), together with certain other criteria communicated as part of the application process. The third stage will be the virtual pitch slam portion of the Event (“Virtual Pitch”), where the 12 Semi-Finalists will present a short virtual pitch, and a panel of judges will select four (4) finalists (“Finalists”). The final stage will be the live pitch portion of the Event (“Live Pitch”) hosted by NielsenIQ in Mumbai, India, held on August 22nd, 2024, where a panel of judges will select one final winner from the Finalists.

All Finalists will be expected to arrive in Mumbai, India, on August 22nd, 2024, for a Live Pitch rehearsal at The Westin Mumbai Garden City hotel, Goregaon East, Mumbai, India, venue before commencement of the SMB Pitch Slam event starting on August 22nd, 2024. Throughout the Pitch Slam Competition, Semi-Finalists and Finalists will participate in certain pitch development activities. Contestants for each stage will be evaluated based on certain criteria, as more particularly described in the Pitch Slam Website and other Pitch Slam Competition materials made available to the contestants, including but not limited to: Brand story/mission, product innovation, financial/growth potential, and alignment to consumer needs and trends.



Eligible contestants must submit an entry application during the entry period commencing at 10 am IST on April 29th, 2024, and closing at 6 pm IST on June 26th, 2024, (the “Entry Period of 6 weeks”). The top 12 Semi-Finalists that are selected to participate in the Virtual Pitch portion of the Event to be held on August 2nd, 2024, will be announced on or before July 10th, 2024. The top 4 Finalists that are selected to participate in the Live Pitch portion of the Event to be held during August 22nd, 2024, at The Westin Mumbai Garden City hotel, Goregaon East, Mumbai, India, will be announced on August 5th, 2024. The pitch presenter for each of the Finalists will be invited to the SMB Pitch Slam event in The Westin Mumbai Garden City hotel, Goregaon East, Mumbai, India, (the cost for lodging, meals at the event venue, hotel, and economy airfare will be borne by the finalists themselves) and they will participate in the Live Pitch rehearsal and the Live Pitch performance on August 22nd, 2024 (the time will be communicated to the participants post the SMB Pitch Slam finalist selection process). Subject to the Pitch Slam Rules, each Finalist will have an opportunity to win the first place prize package.

2. ELIGIBILITY:

To become an eligible contestant for the Pitch Slam Competition, each applicant must:

- (i) be a legal entity (e.g., a Private Limited company or limited liability partnership, or a sole proprietorship) duly organized or incorporated under, and in good standing with, the jurisdiction of its organization, under the relevant laws of India.
- (ii) possess a valid identification number, such as a Corporate Identity Number (CIN), LLP Identification Number (LLPIN), or equivalent issued by the relevant regulatory authority
- (iii) have all requisite legal authority, authorization, and consents to enter and participate in the Pitch Slam Competition;
- (iv) have total annual retail sales in INR of up to an amount not to exceed 15 million USD in 2023 across one or more Qualifying CPG Category Departments (as defined below), as validated by NielsenIQ RMS or other NielsenIQ databases for the fiscal year ended December 31, 2023; [* The USD-INR conversion rate as on the date of submitting the entry form would apply]
- (v) while applicants do not have to be legal entities incorporated or organized in India, the applicant must have products in the applicable Qualifying CPG Category Department(s) currently available for sale by the applicant in India at the time of application to, and during the entirety of, the Pitch Slam Competition; and
- (vi) be available to attend and participate in the following activities if selected as a Semi-Finalist or a Finalist, as applicable:
 - (a) if selected as a Semi-Finalist, contestant’s pitch presenter (a “presenter”) must: (1) send 3-5 product samples to each of the five Virtual Pitch judges pursuant to instructions to be communicated by NielsenIQ; and (2) participate in the Virtual Pitch semi-finals portion of the Pitch Slam Competition on August 2nd, 2024; and
 - (b) if selected as a Finalist, its presenter must: (1) arrive at the SMB Pitch Slam event venue on August 22nd, 2024, in time to attend the Live Pitch rehearsal; (2) attend SMB Pitch Slam event in The Westin Mumbai Garden City, Goregaon East, Mumbai city during August 22nd, 2024; (3) participate



in the “NIQ Founders All Star Showcase” at the SMB Pitch Slam event and make available product samples sufficient for the five Live Pitch judges to sample at the SMB Pitch Slam Event at a time that will be communicated by NielsenIQ; and (4) participate in the Live Pitch portion of the Pitch Slam Competition held during the SMB Pitch Slam event and attend the awards ceremony following the selection of the winner; and

(vii) complete the application process and comply with the other Pitch Slam Rules, including the remaining requirements of this Section 2.

“Qualifying CPG Category Department” means the following departments as defined by NielsenIQ: Beverages & Alcoholic Beverages, Baby Care, Bakery, Bulk Bin, Dairy, Deli, Floral, Frozen, Gen Merchandise, Grocery, Beauty, Household, Meat, Pet, Produce, Seafood and Nutritional Supplements.

Each qualifying contestant entity may submit only one (1) pitch in the Pitch Slam and the pitch must cover a brand in one Qualifying CPG Category Department. Each qualifying contestant shall provide one presenter to present both the Virtual Pitch and the Live Pitch and to participate in the Pitch Slam Competition development and marketing/promotion activities. Additionally, the individual representing the contestant as presenter for the Pitch Slam Competition must be either the founder, co-founder, Chief Executive Officer (or equivalent position) of the contestant; and the individual completing the registration (if different from the presenter) must be an officer, director, founder, shareholder, member, manager, partner or other representative or agent of the contestant who is duly authorized to register the contestant in the Pitch Slam Competition. Semi-Finalists and Finalists are strongly recommended to participate in certain NielsenIQ hosted pitch development activities prior to performing their respective pitch presentations.

Qualifying contestants do not have to be clients of NielsenIQ to enter the Pitch Slam Competition.

Nielsen IQ employees, officers and directors and their immediate families (parents, children, siblings, and spouses) and members of their household (whether or not related) are not eligible to enter the Pitch Slam Competition.

The Pitch Slam Competition is subject to all applicable National, state, and local laws and regulations, and shall be void where prohibited or restricted by law. Contestant presenters must be present at the Virtual Pitch and Live Pitch portions of the Pitch Slam Competition including the Live Pitch rehearsal on August 22nd, 2024 in order to participate and be eligible to win any of the prizes awarded to the Pitch Slam Competition winners. Entries that are not in accordance with the Entry Requirements (as defined in Section 5 below) or are not completed and received by the close of the Entry Period will be ineligible. NielsenIQ reserves the right, in its sole discretion, during or upon completion of the Entry Period, to request that any applicant resubmit an entry which fails to comply with the Entry Requirements. Any waiver of any obligation hereunder by NielsenIQ does not constitute a general waiver of any obligation to contestants or presenters. NielsenIQ reserves the right to waive any of the Entry Requirements in its sole discretion and will make the final eligibility determination.



3. APPLICATION:

To apply to participate in the Pitch Slam Competition, eligible applicants must go to <https://niq.com/pitchslam> (the “Pitch Slam Website”) during the Entry Period and complete and submit the required Pitch Slam Competition application information (each, an “Entry”). All Entries must be fully completed and successfully submitted by 10 pm IST on June 26th, 2024. Each Entry must include the information requested in the SMB Pitch Slam Competition application (which shall be completed in English), including: (i) the legal name of the contestant; (ii) a description of the contestant’s business, product, and/or service; (iii) a publicly accessible web link to the contestant’s primary business website; (iv) the name, address, phone number, email address, of the individual entering the contestant in the Pitch Slam Competition and (if different, the individual that will present the Virtual Pitch and the Live Pitch at the Event); (v) company logo and headshot of the prospective pitch presenter; (vi) pitch slide presentation deck to showcase the contestant’s brand mission and story; and (vii) other supplemental information to support the contestant’s brand mission and story, such as the company mission statement. All information submitted in the Pitch Slam Competition application and all such additional requested follow-up information submitted by a contestant (including without limitation, the product samples that each Semi-Finalist will be required to send to the Virtual Pitch judges in accordance with instructions to be communicated by NielsenIQ) shall together constitute the contestant’s “Entry”. Contestants are required to comply with the Pitch Slam Rules in applying and, if selected, at all times during the contestant’s participation in the Pitch Slam Competition. By submitting an Entry to the Pitch Slam Website, the contestant is agreeing to the Pitch Slam Rules for the Pitch Slam Competition. If a contestant cannot agree to abide by these Pitch Slam Rules, the contestant should not submit an application to participate in the Pitch Slam.

4. LICENSE TO USE ENTRY INFORMATION:

By entering the Pitch Slam Competition, each contestant, on behalf of itself and its affiliates, hereby grants NielsenIQ a royalty-free, worldwide, perpetual (except for an individual’s rights under applicable privacy laws), transferable license to, and NielsenIQ shall have full right and power to, create and/or use audio and/or visual recordings/footage, photographs, publications and other materials, in any format, from or relating to the Pitch Slam Competition, including Entries, pitch presentations, and other follow-up entry submission information (collectively, the “Materials”) by or for NielsenIQ and/or its affiliates, agents, representatives, and their respective assignees or successors, in any medium now known or later developed, including without limitation websites, online programs, digital content, television, radio, internet, social media, wireless, podcasts, sound recording, publishing and printed presentations, for NielsenIQ’s marketing and promotional activities and other business purposes in connection with the administration, marketing and promotion of the Pitch Slam Competition and the marketing and promotion of NielsenIQ.

The Materials may include, among other things, the contestant’s name, logo, and other identifying material as well as the name, title, employer, voice (and any and all audio recordings), picture, or other likeness (including photographs), video recordings (digital or otherwise), performances,



quotes, testimonials or other text and images, in combination or alone of the contestant's employee(s) and its authorized representatives, including the presenters. By entering, each contestant acknowledges that its Entry (including the pitch presentations) and the Materials may be used by NielsenIQ and posted on the NielsenIQ Website, the Pitch Slam Website, and other mediums described above in NielsenIQ's sole discretion, without notice or submission to contestant for approval and without compensation. NielsenIQ has no obligation to use or post any Entry. Subject to applicable law, Contestant and its affiliates, and their respective officers, directors, and employees release, waive, and discharge NielsenIQ from any and all claims and demands arising out of or in connection with the use of the Materials and the license grant under this Section, including without limitation any and all claims for invasion of privacy, right of publicity, and defamation.

5. ENTRY REQUIREMENTS:

By submitting an Entry, each contestant hereby represents and warrants that its Entry conforms to the entry requirements set forth below ("Entry Requirements"):

- (i) Contestant and each of the individuals registering the contestant and/or presenting contestant as a pitch presenter are eligible to participate in the Pitch Slam as set forth in these Rules, including Section 2 above;
- (ii) The Entry meets all of the application requirements set forth in Section 3 above;
- (iii) The Entry accurately communicates information about the contestant, its products and services, and why the contestant's pitch presentations should be awarded at this Pitch Slam Competition;
- (iv) The Entry and related Entry materials, including the contestant pitch presentations (collectively, the "Entry Materials") shall not infringe on the right of publicity of any person without permission, and any photographs, videos, recordings and pitch presentation materials may only include officers, directors, managers, members, partners, owners, employees, agents and representatives of contestant, and other third parties directly associated with contestant, and contestant shall have obtained permission and authorization for use of such persons' personal attributes in connection with submissions in this Pitch Slam Competition;
- (v) The Entry Materials are suitable for a public forum and in keeping with NielsenIQ's positive business image, and contestant and presenter shall conduct all activities relating to the Pitch Slam Competition in a respectable and professional manner;
- (vi) Neither the Entry Materials nor presenter shall be obscene or offensive, sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic or endorse any form of hate or hate group, or contain nudity or any materially dangerous activity;
- (vii) Neither the Entry Materials nor contestant or presenter shall defame, misrepresent or make disparaging remarks about NielsenIQ, the sponsors of the Pitch Slam Competition, or any other



Event participants and/or any of their respective products or services, or other people, products, services or companies;

(viii) The Entry Materials shall not contain copyrighted materials owned by others (including photographs, images or music published on or in websites, television, movies or other media) without permission from the copyright holder, and the Entry Materials shall not infringe on trademarks, logos or other proprietary rights of others;

(ix) The Entry Materials shall not advertise or promote any brand or product of any kind other than the contestant's brand or product;

(x) Except as specifically required in connection with contestant's participation in the Pitch Slam Competition and subject to the Pitch Slam Rules, contestant shall not (a) allow access to or disclose any of the NielsenIQ data, information and Pitch Slam Competition materials made available by or on behalf of NielsenIQ to contestant or any of its representatives in connection with the Event ("NielsenIQ Confidential Information"), directly or indirectly, to any other person or entity (other than the authorized contestant presenters and other authorized participants of the Pitch Slam Competition, so long as they are also under the same obligation of confidentiality), (b) use the NielsenIQ Confidential Information for any purpose other than the Pitch Slam Competition; and/or (c) reverse engineer, decompile or disassemble any portion of the NielsenIQ Confidential Information. Upon completion of contestant's participation in the Pitch Slam Competition, contestant shall return or destroy/securely delete all copies and originals of any NielsenIQ Confidential Information in its possession. Contestant may be required to sign NielsenIQ's standard confidentiality agreement; and Contestants are expressly prohibited from using NielsenIQ's name, logo, trademark, trade name or other marks in any marketing or publicity materials, during or after the Pitch Slam Competition, without the written consent of NielsenIQ.

(xi) The Entry Materials shall not be in violation of any law or regulation.

The Pitch Slam Competition is subject to national, state, and local laws and regulations. NielsenIQ is not responsible for late, lost, stolen, mutilated, incomplete, illegible, or misdirected entries.

Entrants agree (a) to be bound by these Pitch Slam Rules; and (b) that the decisions of the NielsenIQ and (as applicable) the judges are final on all matters relating to the Pitch Case Competition.

NielsenIQ reserves, in its sole discretion, the right to disqualify from the Pitch Slam Competition any contestant who (i) provides inaccurate or incomplete information in their submission forms; (ii) does not fulfill all the Entry Requirements; or (iii) violates the Pitch Slam Rules.

Any Entry that, in the sole discretion of NielsenIQ is deemed to be inappropriate for publication, incomplete, false, deceptive, or otherwise fails to satisfy the Entry Requirements is ineligible. Notwithstanding anything herein to the contrary, NielsenIQ shall not have any duty to inquire into or investigate whether the Entry Requirements have been met nor shall NielsenIQ be responsible or liable for the contents of any Entry Materials or any claims arising therefrom.

NielsenIQ does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. ENTRY MATERIALS WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. Proof of submission of



any entry materials will not be deemed to be proof of receipt by NielsenIQ. NielsenIQ assumes no liability or responsibility for a contestant's failure to receive an email notification associated with the Pitch Slam Competition, including emails regarding participation criteria and/or changes to the Pitch Slam Competition or the Pitch Slam Rules. All contestants and Entries may be subject to verification prior to the awarding of a prize, as are the eligibility and information provided by a contestant. Contestants will cooperate with NielsenIQ and its respective representatives in connection with all verification activities.

6. SELECTION OF SEMI-FINALISTS AND FINALISTS:

Semi-Finalists and Finalists will be evaluated based on the criteria set forth in the Pitch Slam Rules, the Pitch Slam Website and/or other Pitch Slam Competition materials made available to the contestants. Each of the Semi-Finalists and Finalists are strongly encouraged to participate in the NielsenIQ provided pitch development webinar currently scheduled for date July 12th, 2024.

Each of the Finalists will be paired with a NielsenIQ data expert to help them develop their story using NielsenIQ data. On August 2nd, 2024, each Semi-Finalist will make a timed presentation of up to five (5) minutes during the Virtual Pitch portion of the Pitch Slam to a panel of judges, with three (3) minutes for responding to questions from the judges. Each of the Semi-Finalists agrees and consents for their videos to be recorded during their pitch presentation and for additional videos to be recorded, detailing their experience in participating for the Pitch Slam.

7. SELECTION OF WINNERS:

During the SMB Pitch Slam event held on August 22nd, 2024 Live Pitch timing will be communicated, each of the Finalists will present a timed presentation at the final portion of the Pitch Slam Competition of up to five (5) minutes to a panel of judges, with three (3) minutes for responding to questions from the judges. The Finalist that receives the highest score from the judges will receive the "First Place Prize".

In the event of a tie vote for the First Place Prize, the judges will make a final decision based on their sole and absolute discretion. The announcement of winners shall occur at the Pitch Slam Competition award ceremony. If NielsenIQ determines, in its sole and absolute discretion, that any of the selected Finalists do not or will not meet the Prize Conditions (as defined below), then NielsenIQ may, in its sole and absolute discretion, disqualify such Finalist(s).

8. PRIZE DETAILS:

The First Place Prize will consist of the following and be awarded to the winning contestant company:

The winning challenger brand would receive:

- NIQ RMS/Retail Intelligence data for India for a period of one year, worth total amount of USD 30,000 amount [* the USD-INR conversation rate as on the date of announcing the Final Place Prize would apply]. The data will cover the categories where the First Place Prize winner have existing skus in the market. The First Place Prize Winner shall be required to



sign the then applicable NielsenIQ's standard terms and conditions for the applicable NielsenIQ data and services as stipulated above.

Any prize awarded as part of the Event is awarded "AS IS" with no representations or warranties, express or implied, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NielsenIQ has no control over or responsibility for any prizes contributed by a sponsor or third party. No prize substitutions or credits toward other services will be granted, except by NielsenIQ (or any Event sponsor that is contributing services towards the available prizes, if applicable), who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value if the prize (or a component thereof) is not available for any reason as determined by NielsenIQ in its sole discretion. Unused components of any of the prizes shall be forfeited and have no redeemable cash value or be subject to any type of credit towards other services or prizes. Unless otherwise expressly agreed by NielsenIQ in writing, the recipient of the prizes is solely and fully responsible for calculating and paying any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all national, state and local taxes on the prize. Each recipient of a prize hereby waives the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Pitch Slam Competition may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

9. ELIGIBILITY TO RECEIVE PRIZES:

In order to be eligible to participate in the Pitch Slam Competition as a Semi-Finalist and in order to be eligible to participate as a Finalist and/or to receive the First Place Prize the following conditions must be met with respect to each such Semi-Finalist and Finalist, as applicable (the "Prize Conditions"):

- (i) each such Semi-Finalist and its pitch presenter(s) must be present at the Virtual Pitch, and each such Finalist and its pitch presenter(s) must be present at both the Virtual Pitch and the Live Pitch and when the winners and prizes are announced;
- (ii) each such Semi-Finalist and Finalist must comply with all terms and conditions of these Pitch Slam Rules and fulfilled all requirements for the Pitch Slam Competition; and
- (iii) as requested by NielsenIQ, each applicable Semi-Finalist and Finalist will have executed and returned to NielsenIQ an Affidavit of Eligibility and Liability Release, a Publicity Release (including presenter consent to the NIQ Founders Pitch Privacy Policy), each in the form(s) provided by NielsenIQ, and any required tax reporting forms or other administrative documents reasonably requested by NielsenIQ or otherwise required by law (the "Prize Redemption Forms").

The Prize Redemption Forms must be returned to NielsenIQ by the earlier of the date and/or time indicated on such forms or at the end of the Pitch Slam Competition. If any of the foregoing conditions are not met, then such prize(s) may be forfeited and any such applicable Finalist may be disqualified. NielsenIQ is not responsible for the failure of any such Semi-Finalist or Finalist to



receive in email and/or in any other form, any notification or the required documents for any reason, or for the inability of such Semi-Finalist or Finalist to return the required documents for any reason.

10. CONTEST JUDGING; TIMING:

NielsenIQ shall, in its sole and absolute direction, select Semi-Finalists, Finalists and the judges who will select the winners of the First Place Prize. The judges may be employees or agents of the NielsenIQ or its respective affiliates, or advertising and promotion agencies, as well as retailers, Event sponsors or other industry leaders that NielsenIQ invites to participate as judges. NielsenIQ will not discriminate based on race, ethnicity, sex, gender, age or any other protected classification in selecting judges. In the event of a tie in the judges' scoring process, the judges will vote between the tied contestants. NielsenIQ shall serve as the official timekeeper of the Pitch Slam Competition.

11. PERSONAL DATA:

Contestants provide personal information to NielsenIQ and its designees when they enter and participate in the Pitch Slam Competition. NielsenIQ and its designees collect this information and use it to administer the Pitch Slam Competition and for other marketing purposes and as otherwise described in the NielsenIQ Privacy Policy located on the landing page and on the entry requirement form. NielsenIQ and its designees may share this information with third parties who need access to this information to perform services on NielsenIQ's behalf. For more information about the ways NielsenIQ uses and shares personal information collected online through the Pitch Slam Website and via other submission of the remaining Pitch Slam Competition materials, please see the NielsenIQ Privacy Policy linked above.

12. DISCLAIMERS; RIGHT TO CANCEL/MODIFY:

NielsenIQ, any Pitch Slam Competition event sponsor, judge and each of their respective parents, subsidiaries and affiliated companies, advertising and promotion agencies and other vendors, and all of their respective officers, directors, employees, representatives and agents ("Pitch Slam Competition Parties") shall have no obligation or responsibility with regard to: (a) Entry Materials that contain inaccurate information or do not comply with or violate the Pitch Slam Rules; (b) Entry Materials, Affidavits/Releases or other Prize Redemption Forms that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) contestants who have committed fraud or deception in entering or participating in the Pitch Slam Competition; (d) telephone, electronic, hardware, software, network, internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept a prize for any reason; or (f) a prize that cannot be awarded or provided due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond NielsenIQ's reasonable control. NielsenIQ reserves the right, at its sole discretion, to disqualify any contestant it finds to be tampering with the entry process or operation of the Pitch Slam Competition or with intent to threaten, abuse or harass any other person or to otherwise disrupt the Pitch Slam Competition in any manner. If NielsenIQ determines, in its sole discretion, that for any reason the Pitch Slam Competition is not capable of running as



planned or technical difficulties or unforeseen events compromise the integrity or viability of the Pitch Slam Competition, including for any cause beyond the control of NielsenIQ, NielsenIQ reserves the right to terminate the relevant portion of and/or the entire Pitch Slam Competition, and shall notify each participating contestant at the email address provided to NielsenIQ as part of the application process.

13. INDEMNIFICATION:

Each contestant agrees to indemnify and hold harmless NielsenIQ and any Pitch Slam Competition Parties (collectively, the "Indemnitees"), from and against any expense, cost, damage, loss, fine, penalty, liability or judgment, including reasonable attorneys' fees, suffered or incurred by the Indemnitees as a result of any claim, demand, action, arbitration, suit or similar proceeding ("Claim") arising from or in connection with: (i) a breach of the representations and warranties, covenants or obligations contained in these Pitch Slam Rules or in the Prize Redemption Forms; (ii) the failure by contestant or any of its presenters and participants to perform their respective responsibilities as set out in these Pitch Slam Rules, the Pitch Slam Website and/or any other communications by NielsenIQ to the contestants; (iii) contestant products made available to the Event judges or (if applicable) to the (SMB Pitch Slam event) participants for sampling purposes or otherwise featured in the NIQ Founders All Star Showcase at the (SMB Pitch Slam event); and (iv) any contestant's negligence or willful or intentional misconduct.

14. LIMITATION OF LIABILITY:

By participating in the Pitch Slam Competition, each entrant and contestant agrees to release, discharge and hold harmless NielsenIQ and each of the Pitch Slam Competition Parties from any claims, losses, and damages arising out of their participation in the Pitch Slam Competition or any Pitch Slam-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder. NEITHER NIELSENIQ NOR ANY PITCH SLAM COMPETITION PARTY WILL BE LIABLE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY LOSS, EXPENSE OR DAMAGE OF ANY KIND INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS) OR PUNITIVE DAMAGES ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THE PITCH SLAM RULES, THE PITCH SLAM COMPETITION EVENTS OR ANY PITCH SLAM-RELATED ACTIVITIES, INCLUDING WITHOUT LIMITATION, THE SELECTION OF ANY FINALISTS, SEMI-FINALISTS OR WINNERS AND AWARDING OF PRIZES. NielsenIQ assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Entry Materials; or alteration of Entry Materials. NielsenIQ is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to contestant or any other persons' computers related to or resulting from uploading or downloading of any materials related to this Pitch Slam Competition, or otherwise participating in any of the Event activities.

15. MISCELLANEOUS:



All matters arising out of or relating to these Pitch Slam Rules and the Event shall be governed by and construed in accordance with the laws of India without giving effect to any choice or conflict of law provision or rule. In addition, any dispute relating to the Pitch Slam Competition (including these Pitch Slam Rules) shall be brought in the appropriate court located at Mumbai, India.

16. CHANGES TO THESE RULES:

These Pitch Slam Rules are subject to occasional revision, and if NielsenIQ makes any material changes to these Pitch Slam Rules, it will notify each contestant of any material changes by posting notice of the changes on the Pitch Slam Website and/or, in NielsenIQ's sole discretion, by email using the email information provided by contestants in the application process.