

# **Loka Pookkalam (Global Pookkalam) Competition by Kerala Tourism**

## **Terms & Conditions**

Kerala Tourism intends to organise a Global Pookkalam Competition for people around the world as part of its Onam 2023 celebrations. The program encourages people (the "participant(s)") to create Pookkalam (Floral Carpet) and submit two photographs of the same under the following categories - Individuals and Institutions/Associations. A Judging Committee will choose the winning entries, and prizes will be awarded in accordance with the Terms & Conditions of this Contest listed herein.

1. The Global Pookkalam Competition is organised by the Department of Tourism, Government of Kerala, ("Kerala Tourism") Park View, Thiruvananthapuram, India, and is being executed on behalf of Kerala Tourism by the ICT Solution Provider, M/s Invis Private Limited, Pandit Colony, Kaudiar, Thiruvananthapuram, India.
2. The Global Pookkalam Competition (the "Contest") is open to all individuals, institutions, associations/organisations within Kerala and outside Kerala.
3. There is no entry fee or age limit for this Contest.
4. The photographs of pookkalam created as part of Onam celebrations 2023 will only be considered as eligible entries for the contest. Any photographs of pookkalam from previous years will not be considered. Contestants must provide information to verify the authenticity of their photographs as and when required.
5. The Contest begins on August 17, 2023, and will conclude on September 16, 2023 midnight (IST). Both dates are subject to change.

6. All the participants are requested to read, understand and agree with the Terms & Conditions carefully prior to entry as they form a legally binding agreement with respect to this Contest. Further, the participant agrees that submitting an entry in the Contest constitutes their agreement to the Terms and Conditions of the Contest.

7. Participants who are interested in the contest can register with the link: [www.keralatourism.org/contest/pookkalam2023/](http://www.keralatourism.org/contest/pookkalam2023/).

8. Each participant can sign in and submit a maximum of five (5) entries per category. Each entry must have two images - 1) a photo of the Pookkalam and 2) a photo of participant(s) with/without family members alongside the Pookkalam. Contestants have the option to provide a title and a description for their entry.

9. In the case of NRIs, you may also encourage the participation of foreigners in the pookkalam and also in the photographs submitted for the contest to make it more dynamic.

10. Image file must be in .jpg format, up to 20 mb in size. In case of any technical issues while uploading photos, participants may write to [lokapookkalam@keralatourism.org](mailto:lokapookkalam@keralatourism.org)

11. Contest Admin will carry out initial scrutiny of the nominations. Entries that fulfill all the requirements will be given approval. Entries that violate the Terms and Conditions of the contest will be summarily rejected.

12. After successfully submitting their entry, participants will receive a confirmation email containing a link to the published page. We encourage participants to share their photos on their social media profiles using the hashtag #lokapookkalam2023. Contestants also have the option to directly share their photos from the Lokapookkalam website using the same hashtag.

13. Kerala Tourism or its ICT Solutions Provider will not be responsible for any malfunction of the Contest website or the server hosting the site or malfunction/failure of telecommunication transmission, network connectivity, hardware/software failures of any kind or reasons coming under the Act of God (Vis major).

14. The Contest entry must not: 1) Contain any content, material or element that is unlawful, or otherwise is in violation of or contrary to all applicable national, state or local laws and regulations. 2) Use any content, material, or element that is owned by a third party or entity or that violates a third party's publicity, privacy or intellectual property rights. 3) Contain any content that may adversely affect the tourism prospects of the State.

15. In case of any fraud or mischief found on the part of the participant, he/she will be disqualified from this Contest.

16. An expert or a panel of experts approved by the Department of Tourism, Government of Kerala, will initially scrutinize the entries as and when received. This committee will screen the entries, and select the best 100 among them. However, Kerala Tourism reserves the right to decide the number of entries to be published on the website after screening. A judging committee, appointed by Department of Tourism, will decide the winners. Kerala Tourism reserves the right to choose the members of the judging committee.

17. Kerala Tourism reserves the right to change the Terms and Conditions of the Contest, including prizes, extend the period of or discontinue the Contest without notice, without assigning any reason at its sole and absolute discretion, and without any liability. Kerala Tourism also reserves the right to cancel the Contest partly or fully or modify the Contest partly or fully without assigning any specific reason at any time. The decision of Kerala Tourism in all matters relating to this Contest will be final and binding. The Contestants should be willing to accept the decision of the judging committee as the final decision in this matter.

18. All national, state, and local laws and regulations within the boundary of the Republic of India will be applicable. Only the courts of Thiruvananthapuram District will have jurisdiction on any matter or dispute arising from this Contest.

19. The Secretary to Government of Kerala, Department of Tourism, will be the final authority to decide and/or settle any dispute of whatsoever nature arising out of or connected to this Contest, and the decision of the Secretary will be final and non-appealable in all such matters.

20. By participating in this Contest, the participant agrees to give Kerala Tourism a royalty-free, irrevocable, transferable, assignable, perpetual, non-exclusive license to use, reproduce, modify and publish the photograph for promotional or marketing purposes.

21. Participants should agree that personal data submitted for the Contest, including their names, and all contact details may be collected, processed, stored and otherwise used by Kerala Tourism, or/by its ICT Solutions Provider on behalf of Kerala Tourism to conduct and administer the Contest or for the marketing or promotional activities of Kerala Tourism.

22. Participants should agree to indemnify and agree to keep indemnified Kerala Tourism and its ICT Solutions Provider permanently from and against any third-party liability, claims, demands, losses, damages and expenses resulting from any act, default, or omission of the Entrant and/or a breach of any warranty set forth herein.

23. Gifts for the winners:

Individuals - Within Kerala - Three Winners - I, II and III

Institutions/Associations - Within Kerala - Three Winners - I, II and III

Individuals - Outside Kerala - Three Winners - I, II and III

Institutions/Associations - Outside Kerala - Three Winners - I, II and III

24. All participants can download their digital Certificate of Participation from the website.

25. There is no cash alternative, and the prizes must be collected as offered.

26. By participating in this Contest, contestants agree to be bound by all of the above-mentioned Terms and Conditions and by Kerala Tourism's decisions, which will be final and binding on all matters pertaining to this Contest.