

# Terms and Conditions for Media Incubator Program at Zuntra Digital

## Overview

This document outlines the Terms and Conditions applicable to participants submitting diverse media projects, such as documentaries, video essays, podcasts, web series, short films, animation films, independent media projects, and media installations, to Zuntra Digital's Media Incubator Program.

## Eligibility and Submission Requirements

- Participants must legally own or have explicit rights to all aspects of the submitted project.
- Projects must be original and must not be encumbered by any legal disputes or claims.
- The project must not have been publicly displayed, broadcasted, or distributed prior to submission to this program.

## Intellectual Property Rights

- By participating, you affirm that your submission does not infringe upon the intellectual property rights of any third party, as defined under the Indian Copyright Act, 1957, and amendments thereof.
- You must secure all necessary permissions and rights from individuals or parties involved in the project. This includes, but is not limited to, copyright clearances from authors, creators, and any relevant third-party holders of rights.
- A declaration must be provided confirming that all necessary legal documentation, such as No Objection Certificates (NOCs) from involved parties, has been duly signed and secured.

## Submission and Use of Projects

- Participants are required to submit their projects via the designated submission platforms provided by Zuntra Digital, adhering to the specified format and size guidelines.
- Zuntra Digital retains the right to use, display, modify, or distribute the submitted projects across any media formats or channels, both existing and future, for promotional, commercial, or educational purposes without requiring further consent or payment.
- You grant Zuntra Digital a non-exclusive, worldwide, perpetual license to utilize the content for the above-stated purposes.

## Indemnification

- Participants will indemnify and hold harmless Zuntra Digital from any claims, damages, liabilities, costs, and expenses arising from any breach of these terms and conditions, including but not limited to allegations of copyright infringement or defamation.

## Compliance with Local Laws

- All participants must ensure their submissions comply with the laws and regulations of India, particularly those applicable in Chennai, where Zuntra Digital is based.

This agreement shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes arising out of or related to this agreement shall be subject to the exclusive jurisdiction of the courts in Chennai.

## General Conditions

- Zuntra Digital reserves the right to make final decisions regarding all aspects of the Media Incubator Program.
- Participants agree not to engage in any activity that would bring disrepute to Zuntra Digital or the other participants.

## Severability

- If any provision of these terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.