

MUMBAI STREET LAB

Terms & Conditions



By registering, you agree to be bound by the following terms and conditions (“**T&Cs**”) of the Mumbai Street Lab (“**Lab**”) being organized by Municipal Corporation of Greater Mumbai (“**MCGM**”) with World Resources Institute India (“**WRI India**”) as the Knowledge Partner.

Prizes for the winning entries to the Lab will be awarded by MCGM.

I. Eligibility

- a) Participants must be residents of India and at least 18 (Eighteen) years of age.
- b) Participants should be in Mumbai and available for the in-person jury (if shortlisted) and for the entire time period of the Studio (if adjudged winners) as per dates mentioned in the Timeline.
- c) Participants agree to be bound by these T&Cs and to comply at all times with these T&Cs.
- d) Any person(s) whose participation is restricted by relevant laws of the Indian government or relevant legislations, regulations and other government is/are not eligible to apply
- e) MCGM reserves the right to verify the eligibility of all participants, and to not award a prize to a winner, if MCGM has reasonable grounds to suspect that a winner is not eligible, for any reason whatsoever. In such a case, MCGM has the right to ask the jury panel to select an alternative winner(s) of the Lab.

II. Results

- (a) The results will be announced on the MSL website (www.msl.mcg.gov.in) and also e-mailed to each participant on their registered e-mail address.
- (b) The winners will be judged by a panel comprising of but not limited to judges from MCGM, MTP and WRI India in accordance with the “Evaluation Criteria” described in detail below.

III. Evaluation Criteria

(a) Submitted Solutions of each participant/teams will be assessed on the following parameters:

Sr.No.	Criteria	Marks
1	Holistic understanding of the site & its issues	20
2	Design response to the following desired design benchmarks- <ul style="list-style-type: none">• Road Safety• Placemaking• Context• Inclusive design• Universal design• Pedestrian priority• Traffic movement	60
3	Practical approach, ease of implementation etc.	20
	Total	100

- (b) Participants agree and understand that the total number of winners may be changed, depending on the evaluation result, at the sole discretion of the judging panel.
- (c) The decision of the jury panel would be final and binding.



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IV. Receipt of Prizes

- (a) The winning teams will be awarded a prize money of Rs 5 lakhs each by MCGM. The prize money will be transferred by way of wire transfer after adhering to the processes as required by MCGM.
- (b) 50% of the prize money will be paid to the winners at the time of submission of final drawings, 30% after submission of Bill of Quantities, Specifications and Rate Analysis and balance 20% after completion of construction.

V. Intellectual Property Rights

- (i) Intellectual Property rights of all drawings and designs submitted by participant(s) created using data supplied by WRI India during the course of the Lab will mutually be held by MCGM & the participants.
- (ii) The Solution submitted by the participants must be their original work and must not breach the Intellectual Property Rights (defined hereinafter) of any third party. **“Intellectual Property Rights”** include rights in copyright, trade names and domain names, rights in get---up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software code and interfaces, rights in confidential information (including know---how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- (iii) Participants must ensure that any Intellectual Property Rights owned by others and used in their submissions is approved for use by the owner of the copyright and appropriately attributed. Participants will be required to provide evidence of consent to the MCGM upon request in relation to the same.

VI. Privacy

- a) By registering for the Lab, each participant grants MCGM & WRI India, its holding companies, affiliates, parents, subsidiaries and their agents, the right to process, store and use the participant contact information, including names, resumes, phone numbers and email addresses (**“Personal Information”**)
- (b) Personal Information of each participant will be collected when they register. Registration requires that participants supply their name and contact information. The Personal Information submitted by each participant will be used to confirm the eligibility of the respective entries. Once registered, participants may receive periodic communications relating to the Lab.
- (c) By registering for the Lab, each participant agrees and acknowledges that he/she may be contacted by MCGM or WRI India via the email address used during registration. Each participant further agrees and acknowledges that such e-mail communication shall not be considered to be unsolicited commercial email or spam.

VII. Liability

- (a) By registering for the Lab, each participant agrees that he/she shall be liable for, and shall indemnify and hold harmless MCGM, WRI India, its respective holding companies, affiliates, directors, officers, agents or representatives, individually or collectively, against any and all actions or third party injuries, loss, claim, action, demand or damages of any kind arising from or in connection with the submission of his/her respective entry to WRI India in relation to the Lab, including without limitation claims for loss of or damage for intellectual property infringement, any type of defamation, right of privacy, or personal injury claim, individually or collectively, resulting from the fault, negligence, or wrongful act or omission of the registrant or participant.
- (b) You release and hold harmless the judges, MCGM and WRI India (including its holding companies, affiliates, directors, officers, employees, attorneys, agents and representatives) from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Lab, or any prize won or any use of the entry materials by WRI India.



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VIII. Publicity

- (a) Except where prohibited by law, participation in the Lab constitutes the participants' consent to MCGM's and WRI India's use of participants' names, likenesses, photographs, voices, opinions, and/or hometown information for promotional purposes in any media worldwide, without any payment or consideration.
- (b) MCGM and WRI India will have the right to display and promote the winning submissions to the public on MCGM's website, WRI India's website and other publicity media.
- (c) MCGM and WRI India will also be allowed to publicize the names of the winning participants in connection with the Lab.
- (d) By registering for the Lab, participants agree that, if they are selected as a winner, they shall provide a written statement that will be made publicly available describing generally the nature of their design.
- (e) All participants will be required to sign a media release form on the day of the Lab.

IX. Changes to the Terms and Conditions

- (a) MCGM and WRI India reserve the right to change these T&Cs at any time without prior notice.
- (b) MCGM and WRI India reserve the right to cancel, modify or suspend the Lab, at its sole discretion.

X. Additional Terms and Conditions

- (a) The shortlisted teams and the winners will be individually notified by e-mail and the results will also be available on msl.mcgm.gov.in on the Results Date.
- (b) The winners must submit to MCGM the documents necessary to verify their identity and receive the prize money.
- (c) The winners will be able to receive the prize money only, if the name of the winning participant(s) matches the name of the prize recipient(s).
- (d) The representative of the team may provide MCGM & WRI India with Personal Information of the team members. In such cases, it is the responsibility of the representative to obtain consent from the relevant team members in order to submit such requested Personal Information. Personal information of any other third party must also be provided through consent and legitimate procedures in accordance with relevant laws.
- (e) By submitting a Solution in relation to the Lab, each participant certifies that his/ her Solution is original and that he/she is the sole and exclusive owner and rights holder of the submitted Solution and that he/she has the right to submit the Solution in the Lab.
- (f) As the sole and exclusive owner of the respective Solution, each team warrants that their Solution (i) shall not infringe the Intellectual Property Rights of any third party; (ii) otherwise violates any applicable law; or (iii) is subject of any actual or threatened litigation or claim.
- (g) MCGM & WRI India do not have the responsibility to intervene in any dispute between a participant and a third party, arising out of or in connection to an entry submitted in the Lab. Such matters are wholly the responsibility of the team concerned and MCGM and WRI India cannot be held responsible or accountable in any way.
- (h) If a participant/team violates these T&Cs or relevant laws and a dispute against MCGM and WRI India arises or is likely to arise in connection with such a violation, the participant, including each team member, or the corporation as a whole in the case of corporate participants, shall defend MCGM and WRI India at their own expense and responsibility, compensate MCGM and WRI India for any losses suffered by MCGM and WRI India as a result and take all appropriate measures requested by MCGM and WRI India in relation to such event.



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(j) MCGM reserves the right to disqualify or exclude any entrant from the Lab and withhold any prize, if it has reasonable grounds to believe the entrant has no eligibility to participate, has participated in an abnormal or illegal manner, has breached any of these T&Cs, applicable laws or any specific rules communicated to the participant (“**Specific Rules**”). If a participant disrupts the implementation of relevant tasks or is deemed likely to do so, such as by disrupting the progress of the Lab or threatening other participants, MCGM, WRI India, the jury panel, likely disruption to the implementation of the Lab and/or other administrative process, MCGM may restrict the participant’s participation in the Lab, exclude the participant from receiving any prizes, cancel any prizes and take any other measures it deems necessary.

(j) MCGM may take any action including but not limited to requesting additional verification of the identity, age and other relevant details when reasonably necessary in order to protect itself from fraud and other false claims. Participants who refuse any such requests may be excluded from receiving any prize or have their prize cancelled.

(k) These T&Cs shall form a binding legal contract between the participant and MCGM & WRI India.

(l) The Lab, Specific Rules and these T&Cs shall be governed in all respects by Indian laws. In the event of any dispute arising out of or in connection with the Lab, the participant shall refer such disputes to the exclusive jurisdiction of the courts at Mumbai.

(m) MCGM and WRI India reserves the right to modify the format of the Lab and/or any Lab track, and amend any T&Cs, at any time, without prior notice.

(n) MCGM and WRI India reserves all rights and remedies available to it at law or in equity.

(o) Subject to any statutory warranties which cannot be excluded, MCGM and WRI India make no warranties or conditions, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. In no event shall MCGM and WRI India be liable to any party for any direct, indirect, incidental, special, exemplar or consequential damages of any type whatsoever related to or arising from participation in this Lab or any use or application, or resource linked to it or access to, any materials, information, products and services including without limitation, any lost profits, business interruption, lost savings, loss of programs or other data, even if MCGM and WRI India have been expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort or any other legal theories

(p) In the event that any provision in these T&Cs are held to be illegal, invalid or unenforceable, in whole or in part, under applicable law, such provision or part shall to that extent be deemed not to form part of this T&Cs but the legality, validity or enforceability of the remainder of these T&Cs shall not be affected.

(q) All information exchanged in relation to the Lab is non-confidential. The exchange of confidential information, if required, shall be made under a signed confidentiality agreement.

(r) MCGM & WRI India will not be held liable for non-receipt of the notification and/or prize statement and/or the vouchers sent by post.

(s) Neither these T&Cs nor any disclosure of information made under it grants the participant any right, title, interest or license in relation to any trademark, copyright or patent now or subsequently owned or controlled by MCGM & WRI India

Questions?

Questions about the Lab and these T&Cs can be submitted via email to mssl.rt@mcgm.gov.in