



## DECLARATION AND UNDERTAKING FOR PARTICIPATION ("Declaration and Undertaking")

### Participant Details:

Full Name: Mr./ Ms..... ("Participant")

Resident Address: .....

.....

College/Institution/Organization with address : .....

.....

I, the above mentioned Participant, hereby certify that I have voluntarily and in my individual capacity participated in an event **Code for Change ("Event")** conducted and managed by Mastercard Technology Private Limited ("**Mastercard**" or "**Sponsor**") and I have submitted whether in oral, written, graphic, electronic, or other form, for or relating to the Event, ideas, design, drawing, technique, concept, paper, software and source codes, or any associated material, alone or in collaboration with a team of one or more individual on a topic as mentioned below ("**Submission**"). [Please add Topic/Submission].....

.....

With respect to the Event and the Submission, I hereby represent, warrant and undertake as under:

#### 1. Representations and Warranties:

I represent, warrant and covenant to Mastercard and its affiliates on a continuing basis that:

(a) any information, document, material provided by me to Mastercard is complete, true and correct and I undertake to notify Mastercard in the event of any material change to the information provided to Mastercard.

(b) I shall, within reasonable time, provide with certified copies of documents or materials as Mastercard may reasonably request.

(c) I have not provided false or inaccurate information pertaining to the origin or source of materials including software and source codes contained in a Submission.

(d) the Submission have not been previously submitted in a prior promotion/event/challenge of any kind, or used for any other commercial, or to any entity or non-personal public purpose.

(e) the Submission (or work done) is my/our own original work with no other person or entity having any right or title or interest or ownership or license in it. I further warrant and represent that the Submission does not directly or indirectly infringe or violate the intellectual property right or any other rights, including but not limited to copyright, trademark, patent, trade secret, contracts and/or privacy rights of any third party.

(f) the Submission or granting of rights as per this Declaration has not violated or will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement.

(g) no background artwork appear in the Submission unless it is my/our original work.

#### 2. Intellectual Property Rights:

(a) I agree to and do hereby transfer, and assign all rights {including Intellectual Property Rights (as defined below), ownership rights, and Usage Rights}, title and interests in the Submission to Mastercard Asia/Pacific Pte. Limited, company established under the laws of Singapore (“**MAPPL**”). Usage Rights mean right to use, execute, reproduce, display, perform, distribute, make, have made, sell, offer to sell, import, exploit, and otherwise dispose of the Submission and any derivative work thereof, by means of any media or delivery technology now known or hereafter devised, with any and all licensing rights. Intellectual Property Rights mean all present and future rights, title and interest in (1) patents, utility models, designs (whether registered or unregistered), trademarks, service marks, corporate names, trade and business names, domain names, copyrights, get-up, logos, rights to software, databases, inventions, semiconductor topography rights, moral rights, trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical or commercial information, rights in the nature of unfair competition rights, rights to sue in passing off; (2) the benefit of all registrations, applications to register any of the foregoing and rights to apply for such registrations; and (3) any and all other rights similar or analogous to any of the foregoing whether arising or granted in any jurisdiction.

(b) I agree that to the extent the preceding section do not provide MAPPL with all rights, title, and interest in the Submission due to any reason whatsoever, I hereby grant MAPPL an irrevocable, perpetual, nonexclusive, royalty free, worldwide, license to create derivative works based on the Submission and to use, execute, reproduce, display, perform, distribute, make, have made, sell, offer to sell, import, exploit, and otherwise dispose of the Submission and those derivative works, by means of any media or delivery technology now known or hereafter devised, with any and all licensing rights, to the same extent as if MAPPL owned all the Intellectual Property Rights and Usage Rights in the Submission. I further agree to sign any necessary documentation that may be required for MAPPL to make use of the rights I have granted above.

### 3. Covenant:

(a) I agree to not dispute or challenge, for whatsoever reason, Mastercard’s or MAPPL’s rights (including Intellectual Property Rights, ownership rights, and Usage Rights), title and interests in the Submission as elaborated in this Declaration.

(b) I further agree to waive any right to dispute or challenge Mastercard’s or MAPPL’s rights (including Intellectual Property Rights, ownership rights, and Usage Rights), title and interests in the Submission. Further I acknowledge that Mastercard may have already developed or commissioned, or Mastercard and any other participant may develop or commission during any event, idea similar or identical to my idea or Submission on their own, and I agree to waive any claims that I may have resulting from any similarities to my idea/Submission.

(c) I agree to not use the Submission in whatsoever form once this document is executed without prior permission from Mastercard.

(d) I agree not to upload or otherwise transfer files that contain material protected by Intellectual Property Laws (or by rights of privacy or confidentiality) unless I own or control the rights thereto or have received all necessary consents from Mastercard.

### 6. Indemnity.



I agree to defend, indemnify and hold harmless Mastercard and its affiliates , against all losses and liabilities to the extent relating to this Declaration and Undertaking and arising out of (a) my breach of this Declaration and Undertaking, (b) my intentional misconduct or (c) claims that the Submission directly or indirectly infringe or violate another person's publicity right, privacy right, copyright, patent, trade secret, or other Intellectual Property Rights or proprietary rights.

**7. Governing Law and Jurisdiction.**

Except where prohibited by law, I agree that any and all disputes, claims and causes of action arising out of, or connected with, the Event or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the court located in the Singapore. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms, Participant's rights and obligations, or the rights and obligations of the Mastercard and MAPPL in connection with the Event, shall be governed by, and construed in accordance with, the laws of the Singapore, without giving effect to any choice of law or conflict of law rules. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this undertaking or seek injunctive or any other equitable relief.

**8. Miscellaneous**

(a) I understand and acknowledge that, in the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Event-related materials, and the terms and conditions of this Declaration, this Declaration shall prevail, govern and control and the discrepancy will be resolved in Mastercard's sole and absolute discretion.

(b) I further agree to execute, acknowledge, and deliver any additional document required to effect, perfect or evidence Mastercard's/MAPPL's rights and assignment mentioned above, including assigning such rights to any other Mastercard affiliates/subsidiary upon request from Mastercard/MAPPL. I further agree that participation of in the Event and making a Submission as part of the Event further adds and is equivalent to execution of this document and is binding on me. I understand and agree that MAPPL is a third-party beneficiary under this Declaration and Undertaking and shall be entitled to enforce the provisions of this Declaration and Undertaking.

This Declaration and Undertaking is executed and is delivered and takes effect on the date signed below.

**Participant's Signature:** \_\_\_\_\_

**Full Name of Participant :** .....

**Email ID:** .....

**Phone No.**.....

**Date:** .....