

Better Bus Challenge

Fostering Innovative Solutions for Improved Public Bus Systems

Terms and Conditions

1. The Better Bus Challenge (“Challenge”) is an initiative by WRI India (“Promoter”) that focuses on innovative solutions to improve the quality and operations of public bus systems in Indian cities. By applying to the Challenge, the organization agrees to and accepts all terms and conditions and the procedure set out by these terms and conditions.
2. The Challenge invites eligible organizations to submit an application. The applications will be evaluated in a selection process and finalists will be invited to a bootcamp as part of the Challenge cohort. Selected finalists will implement pilots for the period listed on the Challenge website, [here](#), within transit agencies (“Agencies”), in cities selected by the promoter.
3. Eligibility Criteria:
 - a. Any organisation/individual/association/company/institution (“Applicant”) with a solution that has the capacity to improve public bus systems in Indian cities under one of the following areas of intervention are eligible. The areas of intervention include,
 - i. Operations and maintenance
 - ii. Commuter experience
 - iii. New service models
 - b. Individuals that are not registered under as an organization are not eligible to participate
 - c. Individuals under the age of 18 are not eligible to participate.
 - d. Applicants registered internationally without an Indian partner are not eligible
 - e. To be eligible to enter the Challenge, the Applicant must operate in an Indian city and have a registered entity.
 - f. The Challenge is open to all except for: the Applicants who are employees of FedEx, WRI India and other challenge partners unless otherwise approved by the Promoter, any other individuals who are involved in administering or organizing the Challenge.
 - g. The Applicant must have a working prototype of the proposal being sent in for the challenge and must have data on initial on-ground test results anywhere in India.
 - h. The Applicant must be willing to share the test results with the Promoter.
 - i. Legality of participating entity; the organisation must be registered under any of the following:
 - i. As a trust under the **Indian Trusts Act** or similar Trusts Act of the respective states in India
 - ii. As a society under the **Societies Registration Act, 1960** or similar Act of the respective states in India
 - iii. As a **not for profit company under Section 25** of the Companies Act, 1956
 - iv. As a **sole proprietorship**
 - v. As a company under the **Companies Act, 1956**
 - vi. As a partnership or any other **legal entity recognized** in India

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4. Application submission:
 - a. Applications must be completed and submitted in the form and format available on the Challenge website [here](#) only.
 - b. Applications without detailed contact information of the Applicant sending the application and the information of the key points of contact may be disqualified.
 - c. Applications must be completed in English.
 - d. Only one application per Applicant will be entertained.
 - e. Any applications received after the deadline for last receipt, as posted on the challenge website, will not be accepted.
 - f. Submitted Challenge entries with content deemed as irrelevant or offensive by the Promoter will be removed at the Promoter's sole discretion. The Promoter reserves the right to disqualify submitted Challenge entries which
 - i. are considered to be spam;
 - ii. contain vulgar language or violence;
 - iii. contain pornography, obscenity; and/or
 - iv. are, in the Organizer's view, of inappropriate nature,
 - v. are not supported by the existing provisions of law,
 - g. Applications submitted for evaluation should be authentic. If any instance of plagiarism or theft of intellectual property arises, the Applicant will be disqualified from the Challenge.
 - h. Incomplete information provided or failure to provide true and accurate information as stated in these terms and conditions will automatically disqualify the Applicant. The Promoter shall have the absolute and sole discretion to determine whether any Applicant should be disqualified by reason of failure to abide by these terms and conditions, bad faith, fraud or any other legitimate reason.
5. At the Promoter's discretion, the Challenge will provide the cohort with:
 - a. Bootcamp – Access to business, design, marketing and finance expertise
 - b. City Advisory – mentorship and consultations with city experts
 - c. Pilots – Training and technical workshops on pilot design and implementation
6. The Applicant undertakes to indemnify and keep the Promoter harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by them due to breach of any of the terms and conditions herein contained.
7. All selections and/or decisions made in relation to this Challenge (including without limitation, the selection of cohort and the city transit agency for the pilot program) will be final and conclusive. No enquiries or complaints will be accepted or entertained
8. Award Agreement: Following the announcement of the winning Applicants ("Award recipient(s)"), WRI India and the Award recipient(s) will jointly draft and sign an Award Agreement. The Award Agreement will set out a strategy for the Award recipient(s) over the period of the Award Agreement (up to 12 months). The Award Agreement will also set out a schedule and milestones for the Award recipients to receive the monetary award. If an Award Agreement cannot be jointly agreed after a reasonable amount of time subject the Promoter's discretion, another Award Recipient may be selected.
9. Monetary award to the award recipient(s) are subject to the express requirement that they submit to the Promoters, all documentation requested by them to permit it to comply with all applicable state, federal, local, provincial, and foreign tax reporting and withholding requirements. All awards may be net of any taxes the Promoter is required by law to withhold. All taxes imposed on awards are the sole responsibility of the Award Recipient(s). In order to receive an award, Award Recipient(s) must submit the tax documentation requested by the

Promoter or otherwise required by applicable law, to the Promoter or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the award recipient's country of residence. The Award Recipient(s) is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If the Award Recipient(s) fails to provide such documentation or comply with such laws, the award may be forfeited and the Promoter may, in their sole discretion, select an alternative award recipient.

10. The Promoter reserves the absolute right to, at their sole discretion, amend, vary and/or withdraw any of the terms and conditions of the Challenge without any prior notice. In addition to these terms & conditions, other specific terms may be imposed by the Promoter from time to time to deal with any unforeseen situation. The Promoter also reserve the absolute right to change the terms and conditions contained herein and, or, any other rules and regulations in respect of the Challenge at any time without any notice, without assigning any reason and without any liability whatsoever. Applicants are requested to refer to such other terms and conditions, if any, which may be intimated separately as the Promoter considers fit. However, no obligation is cast on the Promoter to separately intimate each individual applicant with regard to such additional terms and conditions.
11. Prizes are non-transferable, non-negotiable and non-exchangeable. Prizes will be given in the form of awards/certificates. For Award recipients that comprise a team, the certificates will be made in the name of the team members. The name of the team members will be the name of the team leader stated in the Challenge entry form.
12. The Promoter reserves the right to cancel, change, replace or remove the prizes at any time with or without notice to the Participants.
13. Intellectual Property Rights (IPR):
 - a. Each Applicant acknowledges that it is the sole author and owner of all rights, title and interest subsisting in their submitted Challenge entries (including intellectual property rights) for the entries submitted.
 - b. However, non-disclosure agreements (NDAs) may not be incorporated.
 - c. Each Participant grants the Promoter an irrevocable, perpetual, paid-up, royalty-free, non-exclusive worldwide license to display, broadcast, modify, summarize and communicate their Challenge entry to the public and to any entities on any and all media whatsoever, for any purpose whatsoever, including (but not limited to) featuring them in websites or other media for publicity or educational purposes.
14. By submitting the application form, the applicant agrees to allow the Promoter to use the name and business description of the Applicant participating in the Challenge on their websites and other marketing or promotional material without any payment or compensation thereof.
15. Except for the disclosure related to pilots and unless otherwise mentioned herein, details of the applications will not be shared with any third-party without the consent of the Applicant. By entering into this Challenge, the Applicants shall be deemed to have given their consent for such disclosure.
16. The Challenge will coordinate with only one person during the entire process and will send all relevant communication to the designated person.
17. The Promoter reserves the right to disqualify any applicant if it has grounds to believe that the applicant has breached any of the terms and conditions.
18. Nothing contained herein will be construed to constitute a contract between the Applicant and the Promoter or Agencies.
19. The Promoter and Agencies shall not be liable in any manner whatsoever for any claims, losses, damage, costs or expenses in connection with or arising from this Challenge program.
20. Each Applicant accepts all risks of personal injury or property damage of any nature whatsoever that may arise from his/her making or creation of the entry or participation in this Challenge and will not in any way hold the Promoter or Agencies responsible for any

liability, loss, damage, expense and cost which he/she may sustain or incur as a result of his/her participation, except for liability which cannot be excluded by law.

21. Each Applicant (including his or her heirs, parents, legal guardians, executor and/or administrators) hereby agrees to be fully liable to the Organizer and their officers, employees and agents for any violation of confidentiality, patent, copyright or any other intellectual property rights in the photographs and materials submitted and shall defend, indemnify and hold the Promoter and Agencies and each of their officers, employees and agents thereof harmless from and against any actions, claims, loss or damages for infringement or alleged infringement of such confidentiality, patent, copyright or any other intellectual property rights.
22. If for any reason any aspect of the Challenge is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Promoter or Agencies which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Challenge, the Promoter may in its sole discretion cancel, terminate, modify or suspend this Challenge, or invalidate any affected submissions, and shall not be liable for any claim, action, damage, or loss as a result of such cancellation, termination, modification, suspension or invalidation.
23. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with this promotion, these terms and conditions shall prevail.
24. The Promoter shall not be liable under or in connection with these terms and conditions or for this Challenge for any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Applicant and Promoter and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
25. The Promoter shall grant the winning Applicants with USD 50,000 for the sole purpose of the pilot implementation in the city transit agencies selected by the Promoter. The Applicants shall provide bills and invoices, to the Promoter, to support the expenses incurred during the piloting period mentioned on the Challenge website only.
26. The Promoter may (i) extend, terminate or suspend the Challenge at any time due to circumstances beyond its control (ii) substitute the components of the Challenge.
27. The Promoter reserve the right to reject any application without assigning any reason thereof. Any decision taken in this regard shall be final and binding and not be subject to any dispute or challenge.
28. Each applicant understands that each of the officials of the Promoter engaged in the organization and management of this promotion including its directors, officers, partners, employees, consultants, and agents are under no obligation to render any advice or service to any applicant in respect of this Challenge.
29. Each applicant must ensure that his or her participation in the Challenge is lawful in accordance with the laws of India. Neither the Promoter nor its representatives or agents shall be taken to make any representations, express or implied, as to the lawfulness of any applicant's participation in the Challenge.
30. Any disputes, differences and/or any other matters in relation to and arising out of this Challenge and, or pertaining to these terms and conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The Challenge shall be governed by and construed in accordance with applicable laws in India and will be subject to exclusive jurisdiction of the courts at New Delhi alone.