



## Scholastic India Private Limited

### PRIVACY POLICY

#### 1. ABOUT THIS PRIVACY POLICY

At Scholastic Inkedtrail – an English Story Writing Competition (Programme), We take the protection of your personal data seriously. Please read this Privacy Policy (“**Privacy Policy**”) including Our Terms of Use at <https://swa.scholastic.co.in/> for more details about how We use information about you, that you submit to the Website or that We otherwise obtain, for example through Our business dealings or other interactions with you or others. This Privacy Policy explains how We collect and use such information.

This Privacy Policy forms part and parcel of the Terms of Use for the Services. Capitalized terms which have been used here but are undefined shall have the same meaning as attributed to them in the Terms of Use.

YOU NEED TO BE 18 YEARS OR OLDER TO USE AND/OR ACCESS THE WEBSITE. IF YOU ARE BELOW THE AGE OF 18 YEARS, AND WANT TO USE AND/OR ACCESS OUR WEBSITE, PLEASE ASK YOUR PARENTS OR LEGAL GUARDIAN BEFORE USING THE WEBSITE OR PROVIDING YOUR NAME OR OTHER PERSONAL INFORMATION TO THE WEBSITE OR OTHERWISE TO US.

#### 2. WHAT DOES THIS PRIVACY POLICY TELLS YOU

This Privacy Policy explains the types of data We may collect, how We may use and disclose the data once it is collected, and, where applicable, how you can stop Us from collecting, using, disclosing or continuing to hold your data.

Our values guide Us everything that We do – including how We use your data. We are strongly committed to keeping your data safe. This commitment exists throughout the lifecycle of your data, from the design of any PROGRAMME Services which uses data to the deletion of that data.

This Privacy Policy does not apply to any third-party websites, content, data, information, applications, goods, services or materials (“**Third Party Services**”), even if a link to such Third-Party Services (including social media services) becomes available to you while using PROGRAMME’s Services and accessing content made available by PROGRAMME. The data that you share with Third Party Services will be governed by the specific privacy policies and terms of service of the Third Party Services and not by this Privacy Policy. By providing these links, We do not imply that We endorse or have reviewed these websites. Please contact the Third-Party Services directly for information on their privacy practices and policies. If you object to the practices described in this Privacy Policy, you should (a) remove cookies from your computer/mobile device after leaving Our Website; and (b) discontinue your use of Our Website.

#### 3. ACCEPTANCE OF TERMS OF THE PRIVACY POLICY BY THE USERS

This Privacy Policy is to be read and understood along with the Terms of Use and other policies (collectively referred to as “**PROGRAMME Policies**”), which are applicable to you when you visit, access, browse and/or use Our Website. By using this Website, you signify your acceptance of the Privacy Policy and expressly, freely and unambiguously consent to Our collection, use, disclosure, and retention of your data as described in this Privacy Policy.



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We encourage you to retain and review this Privacy Policy to stay informed about Our data practices and the ways you can help to protect your privacy.

BY USING OUR SERVICES OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY.

### 4. WHAT INFORMATION DO WE COLLECT FROM YOU

#### *a) Personal Information*

If you wish to use or access Our Website or open a user account or engage in any activities such as forums or chat room, or want to receive updates or more information from Us, including but not limited to news, event alerts, newsletters, information or wish obtain any product or Services, and special offers from Our partners, We may request you to provide some or all of the following types of information:

| Categories of personal data | Type of data                                                                                                                                                                                                                                                                      |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name and contact details    | <ul style="list-style-type: none"><li>• your name;</li><li>• your email address;</li><li>• your contact number/s.</li></ul>                                                                                                                                                       |
| Demographical information   | <ul style="list-style-type: none"><li>• your grade;</li><li>• your residential address</li><li>• your City;</li><li>• your State</li><li>• your Pin Code</li><li>• your School Name;</li><li>• device information such as IP address, time of visit, and location data.</li></ul> |
| Preferences                 | <ul style="list-style-type: none"><li>• information about your favourite PROGRAMME events, personalities, and other subjects of interest.</li></ul>                                                                                                                               |

If you are a user of Our Website and choose not to provide such information, you won't be able to use/access Our Website.

#### *b) Information collected via third-parties*

Our Website may contain links to websites or platforms that are not operated by Us. These third-parties may collect data from you and share some of that data with Us. PROGRAMME is careful when choosing its partners, sponsors, and affiliates, but PROGRAMME is not responsible for any use of personal information by such third-parties. We do not monitor, control, or endorse privacy practices of third parties. We recommend that you view the privacy policy posted on each website or platform that you use to confirm that the site's policies are acceptable to you.

We may collect personal information about you that is provided to Us by third parties

### 5. WHY DOES PROGRAMME PROCESS YOUR PERSONAL DATA

The section below explain the categories of personal data We collect and process, as well as the reasons We do so. you will also find information on Our legal basis for processing your data, and Our data sources.



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### 5.1. Processing Purposes

If you visit Our Website, have an account, or use the Services provided therein, We process personal data for the following purposes:

| Basis                                | Why We Process Your Data                                                                                                                                                                                                                                                                                                               |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| To provide Our Services              | We process personal data when you use Our Website, to present to you the latest books published, curated in a manner to suit your needs, and also allow you to review, rate and vote for such books and their authors.                                                                                                                 |
| To provide customer Services         | We process personal data for the purpose of providing customer service and managing communication with Our customers. If you contact Our support with questions regarding Our Website or Services, We will use the provided information to answer your questions, and to help solve any issues you may have.                           |
| To develop and improve Our Services  | We process personal data regarding your use of Our Website to improve the quality of Our Services. This may involve Our use of web analytics and trends on Our Website and Our online store. When feasible, We will do this using only aggregated and anonymized data.                                                                 |
| To advertise and market Our Services | We process usage data to provide online advertising and marketing communications. We do not target people with online advertising based on the Website. As elaborated further, We use cookies on Our Website to create targeted audiences for online advertisement. You always have the choice to opt out of marketing communications. |
| To comply with statutory obligations | In certain cases, We must process certain data when it is required by applicable legislation. Such statutory obligations may, for instance, pertain to accounting and tax requirements, legal claims, or other legal purposes.                                                                                                         |

### 5.2. Legal Basis for Processing

The applicable data protection laws in Our jurisdiction requires a "lawful basis" for collecting and retaining personal information from you. Such lawful basis for processing of your data depends on the particular processing purposes, including:

| Lawful Basis | Why We Process Your Data                                                              |
|--------------|---------------------------------------------------------------------------------------|
| Contract     | When processing personal data to avail services, We rely on the legal basis of a user |



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|                     |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | contract, which is created when you register yourself with us and use our Website.                                                                                                                                                                                                                                                                                                                                          |
| Consent             | We process your personal data for electronic direct marketing purposes if you have provided your consent for it.                                                                                                                                                                                                                                                                                                            |
| Legitimate Interest | When We process your personal data for customer service purposes, marketing, and developing Our products, We do it on the basis of Our legitimate interest to run, maintain, and develop Our business and to create and maintain customer relationships. When choosing to use your data on the basis of Our legitimate interests, We carefully weigh Our own interests against your right to privacy under applicable laws. |
| Legal obligation    | We must process certain information to comply with statutory obligations which may vary in each country. For example, such obligations can relate to consumer protection or accounting legislation.                                                                                                                                                                                                                         |

If you've given Us consent for any purpose, you can always withdraw that consent without any cost. However, this withdrawal won't affect the legality of processing your data based on your consent prior to its withdrawal. To withdraw your consent, simply contact Our consent manager (“**Consent Manager**”) using the contact information listed below.

### ***Promotional Communications***

We respect your privacy and are committed to ensuring that you receive only the communications you want. We will never send you unsolicited promotional communications. Promotional electronic communications will be sent to you only if you have willingly subscribed to receive them. Additionally, We may share your personal information with third-parties, as explained below, to enable them to send you promotional electronic communications if you have opted to receive such updates. These promotional communications may encompass newsletters, or emails regarding news, new products and their specifications and exclusive offers from Us.

You have the right to opt out of receiving electronic communication from Us anytime:

- a) by either contacting Our Consent Manager using the provided contact information; or
- b) by utilizing the “**unsubscribe**” link found in Our electronic promotional communication.

If you wish to close your account and delete your profile, please reach out to Our Consent Manager using the contact details provided below. Your privacy preferences are important to Us, and We strive to ensure a secure and tailored experience for all Our users.

## **6. DATA SHARING AND DISCLOSURES**

### ***6.1. With Whom Do We Share Your Information***

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**a) *Within the group of companies***

We may share your information within the Our parent or group of companies or affiliates. We may share it in order to perform a contract with you, for administrative purposes, or when We have a legitimate interest in doing so.

**b) *With external organisations***

We share your information with other organisations that are not directly linked to Us under the following circumstances:

- *Service Provider.* We may share your personal information to Our service providers and vendors, who may only use your personal information to perform a specific service for Us.
- *Co- host of an event.* Some time We share your personal information with an event co-sponsors and partners, for example, when you sign up for a co-sponsored event. These third-parties may send you marketing material about similar events and opportunities.
- *Promotional Partner.* On occasion, We may disclose personal information to promotional partners, contingent upon your explicit consent.
- *Performance of Contract.* To fulfil the purpose for which you provide your personal information or any other purpose disclosed by Us when you provide the information.
- *Successors-in-Interest.* We will share your information with third-parties in the event of any actual or potential reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Our business, assets or stock (including in connection with any bankruptcy or similar proceedings).
- *Safety, Legal Purposes and Law Enforcement.* We use and disclose your information as We believe necessary: (i) under applicable laws and jurisdiction; (ii) to protect Our rights, privacy, safety or property, and/or that of Our affiliates, you or others; and (iii) to respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, which may include authorities outside your country of residence; (iv) protect or defend the rights or property of PROGRAMME, you, or third-parties. This includes, without limitation, exchanging information with other companies and organizations for fraud protection.
- To enforce or apply Terms of Use or terms of sale of goods or services, and any other agreements, including for billing and collection Purposes.

When We share your information, as specified above, with any organisation which accesses your information in the course of providing services on Our behalf, they will be governed by contractual restrictions to make sure that they protect your information and comply with applicable laws.

### **6.2. *Personal Data Disclosures***

We also reserve the right to disclose personal information under certain specific circumstances, including:

- a) When We have your express consent to do so;

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- b) When it is reasonably necessary for Our legitimate interests in conducting Our business, such as in the event a merger, acquisition, or sale;
- c) To protect Our legal rights and property; and
- d) To comply with valid legal requirements. We will oppose any request to provide legal authorities with access to user data for surveillance or prosecution purposes, and will notify users if We receive any such request.

Otherwise, your personal data is never shared with any individual or other organization.

### **7. CHILDREN'S PRIVACY**

We do not knowingly collect any personal data of a children who are below the age of 18 without consent from their parents or legal guardian.

If you have reason to believe that a child under the age of 18 has provided personal information to Us through the use of Our Services, without consent from his or her parents or legal guardian, please email Us at [schindialegal@scholastic.asia](mailto:schindialegal@scholastic.asia); [sf\\_in@scholastic.asia](mailto:sf_in@scholastic.asia). We will investigate any notification and if appropriate, delete the information from Our systems.

### **8. SAFEGUARDING YOUR DATA**

We use technical and organizational safeguards to keep your data safe and secure. When appropriate, these safeguards include measures such as anonymization or pseudonymization of personal data, strict access control, and the use of encryption to protect the data We process.

We also ensure that Our staff receives adequate training to ensure personal data is processed only in accordance with Our internal policies, consistent with Our obligations under applicable law. We also limit access to your sensitive personal data to personnel that have specifically been granted such access.

Online services that We provide via Our Website protect your personal data in-transit using encryption and other security measures. We also regularly test Our service, systems, and other assets for possible security vulnerabilities.

We update Our Website regularly to protect your personal data. We recommend that you make sure that you always use the latest versions of the recommended web browsers in order to maximize protection of your data.

### **9. DATA RETENTION.**

We will only retain your information for as long as reasonably necessary to fulfil the purpose for which We collected it, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements.

The criteria used to determine Our retention periods includes:

- a) The length of time We have an ongoing relationship with you and provide the services to you (for example, for as long as you keep using the services or Contests or content);
- b) Whether there is a legal obligation to which We are subject (for example, certain laws require Us to keep records of your transactions for a certain period of time before We can delete them);

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- c) Whether retention is advisable considering Our legal position (such as, for statutes of limitations, litigation or regulatory investigations).

Once the retention period expires, your information will be securely deleted or anonymized in a manner that prevents identification, unless otherwise required by applicable laws.

### 10. USE OF COOKIES & COOKIE POLICY

We use cookies and various other technologies to collect and store analytics and other information when a user use Our Website, as well as for personalization and advertising purposes. The cookies We use include both first party and third party cookies.

#### a) *What is a Cookie?*

A cookie is a small file that contains letters and numbers that is placed on to your computer or mobile or any other devices which you use to access a website, when you visit that website. It is sent to your browser and stored on your computer's hard drive, tablet or mobile device.

When We make Our Services available to you online, We, Our Affiliates and Our partners may use cookies and similar technologies that help Us to do this. Some are necessary to help Our Website to work properly and can't be switched off, and some are optional but support Us to better your experience in using Our online services, in other ways. When you visit Our Website and/or use of the services, information or other content owned/offered by PROGRAMME, it allows Us to recognise and remember you.

#### *Technologies similar to Cookies*

Technologies that store or access information on a User's device are similar to cookies and are also covered in this policy. These technologies may include:

- a) **Beacon** – a small piece of data used to track user behaviour and analytics purposes when a user interacts with a website.
- b) **Device fingerprinting** – a set of information elements that identifies a device or application instance
- c) **Local storage** – storage of data in the local device's cache, for example, to load content quicker.
- d) **Pixels** – a small pixel graphic, which is used to track user behaviour, site conversions, etc.
- e) **Scripts** – small computer programs embedded within websites that give them extra functionality but may access user devices.

In this Cookie Policy, We call all cookies and similar technologies “**cookies**”, for ease. We use both session cookies and persistent cookies on Our Website. Session cookies are temporary cookies that are deleted when you close your browser. Persistent cookies remain on your computer or mobile or any other device until they expire or you delete them. Further, We use both first-party cookies and third-party cookies on Our Website. First-party cookies are set by Our Website, while third-party cookies are set by third-party websites or services.

#### b) *What Type of Cookies Do We Use?*

We use four types of cookies:

- i. **Strictly Necessary.** These cookies are essential to provide you with Services, contents or products, you have requested, which means they cannot be switched off through the “Privacy

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Settings”. For example, strictly necessary cookies make it possible for you to stay logged into your and ensure that you are always presented with the correct interface, among other things. All the necessary cookies are set by PROGRAMME and not by any third party.

If you set your browser to block these cookies, then these functions and services will not work for you. In particular, We won’t be able to save your preferences about cookies.

- ii. *Performance.* These cookies allow Us to count your visits and use of Our Services and/or content. We use this information to get a better sense of how you interact with Our Services and improve Our Services and contents so that you have a better experience. For instance, We collect information about which of Our services and/or content is most frequently visited, and by which types of users. We also use third-party cookies to help with performance.

If these cookies are declined, no User specific information related to Our site performance will be stored. You can choose to not give consent to the cookies in this category. All the performance cookies are set by Us.

- iii. *Functionality.* These cookies are used to recognise you and remember your preferences or settings when you return to Our Website so that We can provide you with a more personalised experience. A mix of first-party and third-party cookies are used by Us in this regard.
- iv. *Advertising.* These cookies may be set and used by Our advertising partners to build a profile of your interests and show you relevant adverts on other sites. They don’t store personal information but are based on uniquely identifying your browser and internet device. If you don’t allow these tracking technologies, you will experience less relevant/targeted advertising. Examples of data collected through such cookies includes behavioural data i.e., what actions you take while using Our Services or content, etc.

You can choose to not give consent to the cookies in this category.

All cookies are set by Us except Google DoubleClick. Google’s privacy policy can be found [here](#). We may share the data collected via these cookies with companies that may use it for its own purposes. you can access more information on the same by reviewing the privacy policies of such companies.

### c) *Your Cookie Choices*

You can control your cookie settings on Our Website by using the cookie banner that appears when you visit Our Website. You can choose to accept or reject cookies. Please note that rejecting cookies may affect your experience on Our Website.

You can also control your cookie settings in your browser settings. Most web browsers allow you to control cookies through their settings.

### d) *Third Party Websites*

Our Website and the Services and content thereof, may contain links to third-party websites that are not under Our control. We shall not be responsible for the cookies used by these third-party websites.

## 11. YOUR RIGHTS AS A DATA PRINCIPAL.

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Whenever PROGRAMME processes your data, you have certain rights that enable you to control how your personal data is being processed. This section provides you with information about each of those rights. If you wish to exercise your rights as a data principal, please contact [schindialegal@scholastic.asia](mailto:schindialegal@scholastic.asia); [sf\\_in@scholastic.asia](mailto:sf_in@scholastic.asia) with your request to do so.

**i. *Right to access & information about Your data***

You have the right to know the aspects of your personal data We process. You may contact Us to request access to the personal data We have collected about you, and We will respond to your queries and provide you with information about the personal data We have collected and processed.

**ii. *Right to correction and erasure.***

You possess the right to request for the correction, updating, or erasure of the personal information, We have collected and maintain about you, with specific exceptions applying. Upon verification of your request and the determination that We are legally obligated to erase said information as per the applicable laws, the erasure of your personal information will be executed. Nevertheless, your erasure request may encounter denial if retaining your information becomes necessary due to one or more exceptions stipulated in applicable laws or if retention is mandated in alignment with extant rules and regulations. Please be apprised that a record of your erasure request may be retained as necessitated by Our legal obligations.

**iii. *Right of grievance redressal.***

You possess the right to file a complaint against Us or the Consent Manager for any action or failure to act carried out by Us or Consent Manager in accordance with this Privacy Policy and/or the processing of your personal information. To initiate a complaint please contact Our Grievance Officer:

Name: Rajni Rajpoot

Telephone: 0124-4842800

Email id: [schindialegal@scholastic.asia](mailto:schindialegal@scholastic.asia); [sf\\_in@scholastic.asia](mailto:sf_in@scholastic.asia)

We are readily accessible to promptly address and rectify the grievance

**iv. *How to exercise this right***

You can exercise your rights pursuant to this section by contacting Us at [schindialegal@scholastic.asia](mailto:schindialegal@scholastic.asia); [sf\\_in@scholastic.asia](mailto:sf_in@scholastic.asia).

We will make every effort to respond promptly, and in any case within 30 (ten) days of your request. Only you, or a person that you authorize or nominate to act on your behalf, may make a request related to your personal information. We must take measures to verify your identity before processing your request. We will ask you to provide sufficient information for verification purposes (including your first name, last name, email address, phone number, address, etc.) and We may not process your request if We are unable to verify your identity. We will use this information only to verify your request. We will also need to verify the authority of any person acting on your behalf, such as by ensuring they have the proper documentation to validate such authority.

## **12. CHANGES TO THIS PRIVACY NOTICE**

We reserve the right to update this Privacy Policy from time to time at Our sole discretion, but if We do, We will let you know about any material changes either by notifying you on Our Website or



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by sending you an email or push notification, if the changes are significant. If you keep using Our Services after a change in Our Privacy Policy, your continued use implies that you accept any such changes.

In the case of any conflict between the English language version and translations in other languages, the English language will control and apply, unless and except as required by applicable local law.

If you have any questions about how We use your information or if you have a concern about how your information is used, please contact Our Consent Manager at [schindialegal@scholastic.asia](mailto:schindialegal@scholastic.asia).



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### TERMS OF USE

#### 1. INTRODUCTION

Welcome to the website of Scholastic Inked Trail- an English Story Writing Competition Programme (Programme) <<https://swa.scholastic.co.in/>> owned and operated by Scholastic India Private Limited (hereinafter referred to as “Workshop” ,or “We” or “Us” or “Our”). These terms of use (“**Terms of Use**”) govern your access and use of content and/or services on the Website.

Please read these Terms of Use carefully. By accessing, viewing or otherwise using the Website you are agreeing to abide by all of the terms set out below and also the Website’s Privacy Policy (“**Privacy Policy**”) <https://swa.scholastic.co.in/>, Disclaimer (“**Disclaimer**”), and any additional policies, terms and conditions that may be applicable to the Website, as amended from time to time (“**Additional Terms**”). If you do not want to agree to these Terms of Use including the Additional Terms incorporated by reference herein, you may not access or use the Website.

At all times, you are bound by the then-current version of these Terms of Use and all applicable laws. We highly recommend that you review these Term of Use from time to time to ensure that you are familiar with the most recent version as We reserve the right to modify, alter or update the Terms of Use at any time and you agree to be bound by such modifications, alterations and updates. All amendments to these Terms of Use will be posted on this page. Please review these Terms of Use regularly to remain informed of any amendments. If you do not agree to any modifications, alterations or updates, please discontinue using the Website immediately.

We, through Our Website extend to you a unique opportunity to: (i) view the content of books published by Us in various categories, (ii) rate these books, (iii) submit your feedback upon such content, (iv) vote for the book(s) and/or their author(s) to be presented with the prestigious Scholastic Writer’s Academy Award, and (v) receipt of offers, notifications and other marketing communication vide email or SMS from Us, Our affiliates or business partners (together the “**Services**”). By registering upon the Website, or by availing the Services, or signing up for the receipt of notifications and emails, you agree to any and all special terms and conditions set forth in connection with any such event and program as well as the terms in these Term of Use.

#### 2. ACCEPTENCE OF TERMS

Your utilization of the Website is governed by these Terms of Use. YOUR USE OF THE WEBSITE SIGNIFIES YOUR ACCEPTANCE OF THESE TERM OF USE.

You need to be 18 years or older to use and/or access the Website. If you are below the age of 18 years, and would like to use and/or access any part of the Website and/or to any of the Services, contents and products made available therein, please ask your parent or legal guardian to review and agree to these Terms of Use before you access any part of the Website or use any Services, contents and product.

#### 3. SERVICES



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Post registration, you will be eligible in participating English story writing competition programme and prizes will be distributed to the winners (programme details including FAQs are available on the website). On certain occasions, Our Term of Use may co-exist with a separate end-user license agreement or a similar contract applicable to a service or product offered by the Website.

We retain the right to append, modify, remove, suspend, or terminate any facet of the Website at any juncture without prior notice. Additionally, We may impose constraints on specific features and services or limit access to sections or the entirety of the Website without notice or incurring any liability. To access the Website, you must secure internet access, either directly or through devices capable of retrieving web-based contents and services. Furthermore, you are responsible for procuring all the necessary equipment required to establish this internet connection (e.g., personal computer, modem, cell phone, or other access devices).

Further, certain content and Services being provided on the Website may be subject to additional rules and regulations set down in that respect under applicable laws. To the extent that these Terms of Use are inconsistent with the additional conditions set down, the additional conditions shall prevail.

THE CONTENT PROVIDED ON THE WEBSITE IS OFFERED SOLELY FOR INFORMATIONAL PURPOSES. IT IS NOT INTENDED TO SERVE AS A SUBSTITUTE FOR, OR REPLACEMENT OF, ANY PROFESSIONAL ADVICE OR THE ESTABLISHMENT OF PROFESSIONAL RELATIONSHIPS.

### **4. WEBSITE ACCESS**

You are solely responsible for ensuring that your computer system, mobile phone, or other communication devices meet all the necessary technical requirements to access and use the Website. We reserve the right, at Our sole discretion:

- a) To make any modifications, replacements, or to temporarily suspend or deny access to, or permanently discontinue any part, Services or feature of Our Website, either universally or for specific individuals and/or users. Additionally, We may block access from particular internet addresses, IP addresses, or geographical territories to Our Website at any time, without providing reasons for such actions. All changes will become effective when they are posted on the Website, unless otherwise specified;
- b) To reject, move, or remove or delete from its online records, any information that may be submitted by you;
- c) To move or remove any content that is available on Website, whether or not for the violation of these Terms of Use;
- d) To establish general practices and limits concerning use of the Website, E.g. automatic logging off, etc.;

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- e) To assign its rights and liabilities to all user accounts hereunder to any entity (post such assignment intimation of such assignment shall be sent to you to your registered email ids).

In the event you breach, or We reasonably believe that you are in breach of these Terms of Use, or have illegally or improperly used the Website, We may, at Our sole and absolute discretion, and without any notice to you, restrict, suspend or terminate your access to all or any part of contents and Services available upon the Website, deactivate or delete your account and all information connected therewith, and further, take legal steps as We deem necessary.

You consent to receiving communications such as announcements, administrative messages and advertisements from Us or any of Our partners, licensees or associates.

**5. PERMITTED USAGE OF THE WEBSITE**

By using the Website, the user agrees to the following terms:

- a) To not register or operate more than one user account with Us. In case of use by institutions, the institution shall register a separate account for each individual user authorised by it;
- b) To not misuse or compromise, either the Website or any communication systems We use through your actions, including hacking, etc.;
- c) To not use the Website for any unlawful purpose in his/her jurisdiction or violate these Terms of Use in any way;
- d) To be responsible for maintaining the confidentiality of his/her account and password. You agree to immediately notify Us of any unauthorized use of accounts or any other breach of security;
- e) To mandatorily exit/log-out of his/her account at the end of each session. We shall not be responsible for any loss or damage that may result if the user fail to comply with these requirements;
- f) To not attempt to probe, scan, or test Our system's vulnerabilities or breach security measures, bypass or circumvent any technological measures implemented to protect the Website;
- g) To not use any meta tags or hidden text or metadata containing Our trademark, copyright, logo, URL, or product name;
- h) To not use the Website or any other services or content for commercial purposes that are not permitted by these terms;
- i) To not forge any TCP/IP packet header or source-identifying information when using the Website;

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- j) To not attempt to decipher, decompile, disassemble, or reverse engineer any software used in relation to the Website;
- k) To not collect content from the Website using automated means (e.g., spiders, scrapers, bots, or robots);
- l) To not encourage or enable others to engage in any of the above actions;
- m) Without limiting the foregoing, to not use the Website for any of the following:
  - Use any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory or abusive language in reviews or towards authors and/or other users reviewing the book and/or the contents of books;
  - harass, threaten, or otherwise violate any legal rights of other users and/or any author;
  - publish, post, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
  - advertise, offer or sell any goods or services for any commercial purpose on the Website;
  - download any file, recompile or disassemble or otherwise affect Our Website and/or Services that you know or reasonably should know cannot be legally obtained in such manner;
  - falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
  - collect or store personal information about other users; and
  - impersonate any person or entity, including, but not limited to, a representative of Us, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - forge headers or manipulate identifiers or other data to impersonate any person.
  - engage in any illegal activities. You agree to use the review section provided by Us only to share your review on the content of the books as per these Terms of Use and shall not use the same to pass encrypted information of any kind or for communication in furtherance of committing an illegal activity.

Further, if a user's name, in Our considered opinion is obscene, indecent, abusive or that might subject Us to public disparagement or scorn, We reserve the right, without prior notice to such user, to restrict usage of such name, which in Our opinion falls within any

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of the said categories and/or suggest a change or change such username with intimation to you, or delete such username and posts from Our Website, deny such you to access the Website, or use any combination of these options.

Additionally, We shall, in order to co-operate with law enforcement authorities and to comply with court orders or directions from regulatory authorities in Our jurisdiction, disclose/ share any user's identity, IP address and/or location, and the same shall not be considered as a breach of these terms and/or applicable laws.

We reserve the right to use cookies in line with Our Privacy Policy and process the user's personal data as described in these terms and Our Privacy Policy. Use of the Website for the purpose shall solely be at the user's risk and discretion, and We disclaim all and any liability towards you or any third-party in connection therewith.

**6. CONDITIONS OF USE**

By: (i) creating a user account on the Website, (ii) accessing any part of the Website and/or any contents therein; and (ii) availing any Services therefrom, you agree to be bound by these terms and Our decisions. Subject to the terms and conditions stipulated herein below. We, at Our sole discretion, may disqualify/ prevent you from using the Services available on the Website; or otherwise terminate your account if you engage in conduct, that We deem to be improper or against Our policy including, but not limited to:

- a) falsifying ones' own personal information (including but not limited to age, name, email address and/or any other information or documentation as may be requested by Us;
- b) any violation of Terms of Use or other policies;
- c) using unauthorized methods to avail the benefits of Services;
- d) using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information on the Website; or
- e) tampering with the administration of a Services or trying to in any way tamper with the computer programs or any security measure associated therewith.
- f) obtaining other users' information without their express consent and/or knowledge and/or spamming other users (spamming may include but shall not be limited to send unsolicited emails to users, sending bulk emails to Our users, sending unwarranted email content either to selected users or in bulk); or
- g) abusing the Website in any way ('unparliamentary language, slangs or disrespectful words' are some of the examples of abuse).

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In case you are found to be in breach of these Terms of Use, We reserve the right to initiate appropriate legal action as We may be advised other than forfeiture and/or termination of your participation and your use of Our Website respectively.

**7. REGISTRATION PROCESS**

- i. In order to register on Our Website, you are required to accurately provide the following information:
  - a) Full Name
  - b) Grade
  - c) School Name
  - d) Residential Address
  - e) City
  - f) State
  - g) Pin Code
  - h) Phone Number
  - i) E-mail address

You are also required to confirm that you have read and shall abide by these Terms of Use, Privacy Policy and any Additional Terms. Upon submission of the aforementioned details and selecting the "Register" tab, you confirm that you are 18 years or older to use or access the Website, you will receive an email/sms confirming your registration.

**REFUND POLICY:- REGISTRATION FEE RECEIVED ON THE LINK WILL NOT BE REFUNDED BACK TO USER.**

**BOOK COUPONS WORTH Rs. 499/- WILL BE PROVIDED ON EACH REGISTRATION TO YOU.**

**You may reach out at [info\\_in@scholastic.asia](mailto:info_in@scholastic.asia) if facing any issues in registration and Payment process.**

**8. INTELLECTUAL PROPERTY RIGHTS*****Ownership***

This Website includes content owned/ created by WORKSHOP, and its affiliates and other business partners licensors, associates and/or by you, if any. The intellectual property rights ("**Intellectual Property Rights**") in all software underlying this Website,

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and material/content published on it including (but not limited to) software, advertisements, written content, photographs, graphics, images, illustrations, marks, logos, audio or video clippings, and flash animation, are owned by Us, its affiliates and/or business partners. You shall not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on the Website, either in whole or in part.

***Notice and Procedure for Making Claims of Copyright Infringement***

It is Our policy to respect the intellectual property rights of others. In connection with these Terms of Use, We shall not knowingly post content of any kind that infringes the copyright of others. We have designated a dedicated representative to receive notifications of alleged copyright infringement on the Website. If you believe that your work has been used in a way that constitutes copyright infringement, please send (a) a description of the work; (b) a description of the location of the work on the Website, including the URL; (c) your name, address, e-mail ID, and phone number; (d) a signed statement by you that you have a good faith belief that the disputed use is unauthorized under the applicable laws; and (e) a signed statement by you that you believe, that your allegations are true and that you are the copyright owner or acting on behalf of the copyright owner. Please submit these materials to [Schindialegal@scholastic.asia](mailto:Schindialegal@scholastic.asia); [sf\\_in@scholastic.asia](mailto:sf_in@scholastic.asia).

**9. LINKS*****Links to the Website***

You, in the capacity of a third-party website can use our content or link Our Website in a good faith and subject to other conditions laid down by Us, but you shall not be permitted to use any trademarks or service marks as links to Our Website from external websites, or as machine-readable search terms like metatags. We retain the right to withdraw your authorization to link to Our Website at Our absolute discretion.

Any third-party website that links Our Website must adhere to the following guidelines:

- a) It shall not create a frame around Our Website's content.
- b) It shall not duplicate Our Website's content.
- c) It shall not make any claims or suggestions that Our organization sponsors or endorses your third-party website.
- d) It shall not engage in libel or provide false or deceptive information regarding Our organization, its members, authors or users.
- e) It shall not include content that could be considered illegal, immoral, offensive, controversial, or inappropriate in the context of Our Website.

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Additionally, deep linking to Our Website's internal pages is expressly prohibited. By posting or creating any link to Our Website, you acknowledge that you have read and agree to comply with these Terms of Use. If you believe that any website that links to the Website contains illegal, offensive, or inappropriate content, please contact [schindialegal@scholastic.asia](mailto:schindialegal@scholastic.asia); [sf\\_in@scholastic.asia](mailto:sf_in@scholastic.asia).

***Links from the Website***

Each website managed by Us may have its own separate terms of use and policies, which you should review before using them. Additionally, please note that websites not managed or controlled by Us are beyond Our oversight. We have not reviewed or conducted due diligence for these linked websites. Consequently, We are not liable for the content, services, products, accuracy, or any missing information on these linked websites.

While using Our Website, you may find links that lead you to other websites including other websites managed and controlled by Us. Each website managed by Us may have its own separate terms of use and other policies, which you should review before using them. Additionally, please be aware that websites not managed or controlled by Us are beyond Our oversight. We have not conducted reviews or due diligence for these linked websites. As a result, We are not responsible for the content/services/products or accuracy of the content/services or any missing information on these linked websites.

Your use of any third-party website, content, data, information, applications, goods, Services or materials (collectively, "**Third Party Services**") does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on Our part or the part of any of Our affiliates. We do not verify, endorse, or have any responsibility for Third Party Services and any third-party business practices (including, without limitation, their privacy policies), whether the services or content or Our logo is on the Third-Party Services as part of a co-branding or promotional arrangement or otherwise. Accordingly, We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each Third Party Service you use. Please understand that We are not liable for any damages that may occur when you click these external or third-party links. YOUR USE OF THE SAID LINKS IS AT YOUR OWN RISK.

**10. YOUR SUBMISSION (S) TO OUR WEBSITE**

Certain sections of Our Website, such as communication/chat rooms, customer ratings, review areas, community and support forums, may allow you to provide feedback, information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (each, a "**User Submission**"). You acknowledge that you are solely responsible for all of your User Submissions and that they are considered both non-confidential and non-proprietary. Additionally, We does not guarantee that you will have any recourse through Us or any third party to edit or delete any User Submission you have submitted.

By submitting any User Submission, you represent and warrant that:

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- i. You are at least 18 years old;
- ii. You own all rights in your User Submissions or have obtained all necessary rights to grant Us the rights described in these terms;
- iii. You have paid and will pay all applicable license fees, clearance fees, and other financial obligations arising from the use or commercial exploitation of your User Submissions;
- iv. You are the individual pictured and/or heard in your User Submissions or have obtained permission from each person who appears and/or is heard to grant the rights to Us as described in these terms;
- v. Your User Submissions do not infringe on the intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- vi. You voluntarily waive all "moral rights" in your User Submission;
- vii. The information in your User Submission is not false, inaccurate, or misleading;
- viii. Your User Submission does not violate any laws;
- ix. Your User Submission is not defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing, vulgar, pornographic, obscene, or invasive of another's privacy;
- x. You were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- xi. Your User Submission does not incorporate materials from a third-party website or contain contact information other than your own;
- xii. Your User Submission does not contain viruses, worms, spyware, adware, or other potentially damaging programs or files;
- xiii. Your User Submission does not contain confidential, proprietary, or personal information of your or any other third- party;
- xiv. Your User Submission does not constitute unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, you grant to Us an irrevocable, perpetual, transferable, non-exclusive, worldwide, royalty-free license to:

- i. Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submissions;
- ii. Use your User Submission in any manner and for any purpose that We deems appropriate in its sole discretion;
- iii. Display advertisements in connection with your User Submissions and use them for advertising and promotional purposes.

We may, but is not obligated to, pre-screen User Submissions or monitor any area of the Website through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through This Website and may remove or refuse any User Submissions at any time for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Furthermore, you agree that We may freely disclose your User Submission to any third party without any obligation of confidence on the part of the recipient.

**11. UNSOLICITED MESSAGE**

While We appreciate your enthusiasm and immensely values your feedback and suggestions, We cannot accept unsolicited submissions. PLEASE AVOID SUBMITTING UNSOLICITED MATERIALS OF ANY KIND TO OUR WEBSITE.

If you decide to share any information and/or User Submissions on Our Website such as creative ideas, inventions, concepts, or materials such as text, photos, or drawings, you affirm, warrant, and agree to the following: that you have the unrestricted right to share this information, that it does not violate copyright, trademark, patent, trade secret, privacy rights, or any other intellectual property or proprietary rights of others, that it is not confidential or proprietary to you or anyone else, that it does not harm any individuals or entities, and that Our Website may utilize, copy, distribute, modify, display, disclose, obtain intellectual property protection under Our own name, or otherwise use this information (including any ideas contained therein). We may also manufacture, use, and sell products, methods, and processes derived from this information, without limitations, anywhere in the world, free of charge, and at Our sole discretion, with or without crediting the source or authorship. Our Website shall not be held responsible for any compensation, royalties, license fees, claims, or damages arising from the use of such information.

**12. WARRANTY DISCLAIMERS**

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. OUR SERVICES, AND ALL CONTENT AVAILABLE THROUGH THEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, OUR AFFILIATES, AND BUSINESS PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES AND/OR PRODUCT AND/OR CONTENT MADE AVAILABLE THROUGH THE WEBSITE, NOR DO WE GUARANTEE THAT THE SERVICES, AND/OR CONTENT WILL BE ERROR-FREE, SECURE OR CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO WARRANTY THAT (I) OUR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR CONTENT WILL BE ACCURATE OR RELIABLE, (III) THE QUALITY OF ANY CONTENT MADE AVAILABLE TO YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (IV) ANY ERRORS IN THE SERVICES AND/OR CONTENT WILL BE CORRECTED. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT.

**13. INDEMNITY AND RELEASE**

You agree to release, indemnify, defend, and hold Us and Our officers, directors, employees, affiliates, business partners, group companies and their agents, representatives, directors, and subcontractors each, harmless from any and all claims or

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demand including reasonable attorneys' fees, made by any third-party due to or arising out of your misuse of Website (including the content made available by Us), your violation of these Terms of Use and/or the Additional Terms or your violation of any rights of another.

**14. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL WE, AND/OR OUR AFFILIATES, OR BUSINESS PARTNERS BE HELD LIABLE, TO YOU OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE, EVEN IF WE AND/OR OUR AFFILIATES, OR BUSINESS PARTNERS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (A) YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, OR (B) ANY SERVICE OR CONTENT AVAILABLE THROUGH THE WEBSITE.

**15. DELAYS IN SERVICES**

We (including Our directors, employees, affiliates, agents, representatives or subcontractors) shall not be liable for any loss or liability resulting, directly or indirectly, from delays, inaccuracies, errors, omissions, temporary outages or interruptions, or in the transmission or delivery of all or any part of the content or for any resulting damages, due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or other like causes. We shall have no responsibility to provide you access to the Website and/or the Services and/or content while the said interruption continues.

**16. CONFLICTING TERMS**

In the event of any conflict or inconsistency between these Terms of Use and any other documents including Additional Terms, regardless of whether such documents precede or follow these Terms of Use, or whether they are executed or acknowledged by any director, officer, employee, representative, or agent of Us, these Terms of Use shall take precedence and govern.

**17. TERMINATION**

We retain the authority to modify or discontinue, without prior notice, any features, Services, contents, books, publications available upon the Website. The content, methods, and processes outlined on the Website may be protected by applicable law. Additionally, We hold the discretion to terminate these Terms of Use and your access to some or all parts, Services and sections of the Website, with or without notifying you.

Your responsibilities as outlined in these Terms of Use will remain in effect for as long as you continue to access or utilize the Website or continue to be registered as a member on Website or maintain any of its content or copies. You have the option to end your

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responsibilities at any time by ceasing your use of the Website and deleting your account and/or returning all content obtained from it, along with any copies.

Termination or cancellation of these Terms of Use shall not affect any rights or remedies to which We are entitled, either at law or in equity. Upon termination of these Terms of Use, all rights granted to you under these Terms of Use will cease and revert to Us.

**18. ENTIRE AGREEMENT**

These Terms of Use constitute the entire agreement between you and WORKSHOP concerning the subject matter. If any portion of these Terms of Use is deemed unlawful, invalid, or unenforceable, then such portion of the Terms of Use shall be deemed severed herefrom and shall not affect the validity or enforceability of the remainder of the Terms of Use.

**19. NO WAIVER**

Our failure to insist upon or enforce any right or provision within these Terms of Use shall not be interpreted as a waiver of such right or provision of WORKSHOP.

**20. SURVIVAL**

Neither the expiration nor termination of this shall affect such of the provisions of these Terms of Use and/or any of WORKSHOP's policies, that by their nature are intended to survive expiration or termination of the Terms of Use and/or any policies of the Website.

**21. JURISDICTION AND CHOICE OF LAW**

All disputes arising out of or relating to these Terms of Use or Privacy Policy or the Additional Terms or the Website shall be governed by the laws of India and the Courts at Gurugram, Haryana shall have exclusive jurisdiction over such matters.

**22. MODIFICATION OF THESE TERMS OF USE**

We reserve the right to update these Terms of Use and/or Additional Terms and/or other WORKSHOP policies at any time and for any reason in Our sole discretion by posting the updated terms. Unless otherwise indicated by Us, any changes will become effective on a prospective basis from the date of posting. We shall notify you of any changes to these Terms of Use. By continuing to access or use the Website, after We have provided you with notice of a modification, you are agreeing to be bound by the modified Terms of Use and/or Additional Terms and/or other WORKSHOP policies. If the modified Terms of Use and/or Additional Terms and/or other WORKSHOP policies are not acceptable to you, your only recourse is to cease using the Website. WORKSHOP and its third-party service providers may make improvements and/or changes in the Services, features, and content at any time and for any reason in its sole discretion.



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**23. HOW YOU CAN CONTACT US.**

If you have any questions about how We use your information or if you have a concern about how your information is used, please contact the Consent Manager at [schindialegal@scholastic.asia](mailto:schindialegal@scholastic.asia); [sf\\_in@scholastic.asia](mailto:sf_in@scholastic.asia).