

Terms of use for Masterclass (“Webinar”)

BENNETT, COLEMAN & COMPANY LIMITED (through its Television Division), having its corporate office at 7, Times House, Bahadur Shah Zafar Marg, ITO, New Delhi – 110002 (hereinafter referred to as "we", "us", "BCCL" or "Provider"). By completing registration formality pertaining to Webinar (hereinafter referred to as "Service", "Webinar", "Event") by you (hereinafter collectively referred to as "you", "User" or "Users", "Participant") you have agreed to abide by the following terms and conditions:

1. General information

1.1 In order to attend the Service, the User must register for it. By registering to use the Service, the User agrees that the following Terms of Use are binding and govern the relationship between the User and BCCL.

Any general terms of the User that are contrary to or deviate from these Terms of Use shall not apply, even if BCCL does not object to them.

1.2 The information included in the Webinars or the content presented as part of the Webinars does not constitute opinion or advice by BCCL. The views and opinions expressed in the Webinars are independent views of the panel, experts, participants and do not represent or reflect the views of BCCL/Times Network, nor do they represent official ideas, attitudes or policies of BCCL/Times Network. All liability and warranty in this regard is hereby disclaimed.

1.3. BCCL reserves the right to amend these Terms of Use with effect for the future. In such a case, Users will be notified of the amendment to the Terms of Use.

1.4 The Webinar will be virtual in nature. For the purpose of attending the participation in the Webinar, a User will be required to use a smart device such as mobile phone, tablet, laptop, computer with webcam etc. along with a stable internet connection. These necessary technical requirements, e.g. requisite hardware and software and Internet etc., shall be User's own expense. BCCL's recommendations pertaining to the use of certain hardware and software does not constitute a guarantee or warranty for its functionality.

1.5 Where the term “Webinar(s)” is used in these Terms of Use, it refers equally to webinars offered for a fee and those offered free of charge, unless the wording explicitly differentiates between webinars available for a fee and free webinars.

2. Registration, Holding the Webinar

2.1 By registering for the Webinar, a contract for participation in the Webinar is concluded between the User and BCCL.

2.2 Information on the registration and cancellation options concerning a Webinar is provided to the User either before he/she registers for the Webinar by organizers of Webinar (hereinafter also referred to as “BCCL Employee” or “Contact Person”) in the respective invitation to register sent by e-mail or by post, on the corresponding event page via which the User is invited to register or, at the latest, in the confirmation of registration for the Webinar. The same applies to any terms of payment in the case of webinars for which a fee is charged. Payment for webinars offered for a fee is always made against invoice issued after participation in the Webinar. The invoice will specify the applicable final gross price (a net price plus applicable taxes). User will not receive any refund of fees if User does not attend the Webinar. Users will not receive any confirmation and/or notification if they themselves have cancelled their registration for participation in the Webinar.

2.3 The number of participants in a Webinar is limited. If the maximum number of participants for a Webinar is reached, registration for this Webinar will no longer be possible, unless another User cancels his/her participation.

2.4 After registering for the Webinar, you will receive a registration confirmation by e-mail from BCCL or from a third party as appointed by BCCL. The e-mail will also contain a link to access the respective online Webinar. Users also usually receive a reminder email before the start of the Webinar with the information when the Webinar is to be held.

2.5 Webinars are held online at fixed times (date, time, duration) with simultaneous participation of moderators/speakers and participants.

2.6 In order to use the Service, the User must activate the Webinar access link provided to him/her. After activation, the User is in the “webinar room”. When joining the Webinar, participants are automatically muted. At the beginning of the Webinar, we will inform you, among other things, whether the Webinar will be recorded. If the Webinar is recorded, the recording is usually made available to Users after the Webinar. You can ask questions in a chat window, which the speaker will be able to see either during or at the end of the Webinar. You can also raise the so-called “virtual hand” (hand message). The mute function will be switched off by the BCCL as soon as you raise your virtual hand. If the mute function is off, you can speak directly to the speaker.

3. Event changes, cancellation

3.1 We reserve the right to make necessary changes to the Webinar e.g., if the speaker falls ill or if the situation requires so. We will make every effort to notify you of any such changes as soon as possible.

3.2 Should the speaker cancel his/her participation or the minimum number of participants for a Webinar, to be determined individually by every Provider, not be reached before the date of the event, we reserve the right to cancel the event. The same applies in cases of force majeure, such as strikes or natural disasters or in the event of other circumstances that make it impossible for us to hold the event on the announced date(s). We will notify you thereof as soon as possible. In such cases, any participation fees paid will be refunded to you. If you suffer futile expenses or other disadvantages as a result of the cancellation, BCCL will not assume any liability for this – except in cases of intent and gross negligence.

4. Liability

4.1 The User shall be liable for all claims resulting from the use of the Service by the User and indemnifies and holds BCCL harmless from all claims that third parties may raise against BCCL due to the use of the Service by the User.

4.2 BCCL reserves the right to claim damages due to breach of Terms of Use by the User.

5. Scope of Service, Rights of BCCL

5.1 BCCL offers Users the “Webinar” service. BCCL does not guarantee permanent availability or trouble-free operation of the “Webinar”.

5.2 All copyrights, rights of use and other property rights remain vested with BCCL or third parties, where the content, contributions or images are subject to copyright or other property rights of third parties. You are not entitled to make Webinars, or the content and presentations contained therein available to third parties for any further usage. Reproduction and resale of the content for commercial purposes are expressly prohibited.

5.3 BCCL is entitled to suspend or terminate the provision of the Service at any time and without prior notice. This applies, in particular where there is any suspicion of inadmissible use of the Service or any threat to the Service or to the IT infrastructure of the BCCL.

6. Scope of Use

6.1 The User will be entitled to use the Service exclusively for the purposes described in these Terms of Use, unless such use is in breach of the provisions of law, the accepted principles of morality, or these Terms of Use.

6.2 Inadmissible is any use of the Service that is likely to damage the interests or the public standing of BCCL.

In particular, the User shall not:

- distribute – as part of or with the aid of the Webinars – any content which violates personal rights and the copyright, data protection and criminal laws;
- distribute – as part of or with the aid of the Webinars – statements or images which are insulting, defamatory, anti-constitutional, racist, sexist, violence-glorifying or pornographic;
- perform actions which are likely to jeopardize the existence or the operation of Webinar and/or of the data center of the BCCL.

7. Obligations of the User

7.1 The User shall keep his/her access data confidential, shall not disclose them to third parties. In the event the access data are lost or are suspected or known to be abused, the User shall immediately change his/her access data and notify BCCL thereof.

7.2 The User shall have in place the hardware , software required for the use of the Service and shall ensure that the hardware/software deployed by the User for the use of the Service is suitable and in working order, and that no safety risks for BCCL and for Webinar arise from such hardware/software.

7.3 The User is responsible to arrange his/her hardware and software, as well as his/her data/internet are sufficiently protected outside Webinar, e.g. against malware, unauthorized access by third parties.

7.4 The User shall now download or record the Webinars.

7.5 When using the Service, the User is obliged to comply with the provisions of law and the obligations contained in these Terms of Use.

8. Privacy Policy

You agree to abide by the Privacy Policy located at: <https://www.timesnownews.com/info/privacy-policy> .

9. Final provisions

Should any provision of these Terms of Use be or become invalid or unenforceable, in part or in whole, this shall not affect the validity of these Terms of Use and their remaining provisions.

The interpretation and implementation of these Terms of Use shall be governed by Indian law., the exclusive place of jurisdiction is Delhi.