



## TERMS & CONDITIONS

**Blender's Choice-The Daily Star OTT & Digital Content Awards 2021** is an award programme organised by The Daily Star and Ispahani Tea Limited to recognise the best content creations and creators in the dynamic Over The Top ("OTT"), Digital, and Social Media space. By participating in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, we ("Participant") agree to be bound by and abide by the terms and conditions ("Terms") governing the same which are as follows:

### 1. Eligibility and Submission Criteria:

**1.1** In order to be eligible for participation in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, the Bangladeshi content shows ("Entry / Entries") on OTT & digital

**1.1.1** Should be deemed as an original piece of work (commissioned, produced, co-produced or acquired with the purpose of releasing on an OTT & digital space(s));

**1.1.2** The Entry should be primarily created in the Bengali Language;

**1.1.3** The Entry should have premiered on an OTT & digital space(s) and should be digital only content.

**1.1.4** The Entries should have been released between the period starting from **July 1, 2020 and ending on December 31, 2021**. For the inauguration season, the nomination timeline would be **18 months** keeping COVID-19 pandemic in mind, however the nomination timeline will be for **12 months from the following seasons**.

**1.1.5** All rights for Entries should be owned by the Production Houses, Media Houses & Individuals as may be applicable.

**1.1.6** All Entries submitted by Production House/Media House should be approved by the platform on which the show is hosted." The responsibility of getting the Entries approved by the platform completely rests with the Production House/Media House/individual.

**1.1.7** All the Entries submitted by Individuals will be accepted and judged by the honorable jury panel.

**1.2** In order to be eligible for consideration in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, each Entry should be submitted as a streaming link in the form and manner prescribed by 'The Daily Star & Blender's Choice'.

**1.3** All eligible Participants/entrants in each Category (as defined in these Terms) shall have their name listed on the credit rolls of the Entry. A PDF upload of the credits, if required, with each Entry in the form and manner prescribed by 'The Daily Star & Blender's Choice'. No changes in credits.

**1.3.1** In case of dual ownership of the content (i.e. Agency and Clients), the applicant must have a NOC from the other party as a token of clearance.

**1.4** In addition to the above, the Participant shall be required to submit images and clips of the Entries ("Clips/Images") in the form and manner prescribed by 'The Daily Star & Blender's Choice', to play as a part of the nominations clip and for promotions of the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 across all mediums.

**1.5** The content must be produced & directed by the Bangladeshi Entity/Residents and released in Bangladeshi Platform. In case, if it is joint production, then it must be 51% Bangladesh owned /will require proofs that it is made/ produced to release in Bangladesh.

**1.6** Please refer to the following specifications for Clips/images shall be allowed after the Deadline (as defined in these Terms).

- Wrapper Format: MP4 OR MOV

- Video Resolution: 1920 x 1080 (Full HD)

- Video Ratio: 16:9 & or 4:5

- Format Profile MOV: 4:2:2@High

- Bitrate: 50.0 Mbps

- Duration: 20 to 40 sec. (with rights to the Blender's Choice-The Daily Star OTT & Digital

- Content Awards 2021 to edit as per the requirement at different phases and mediums)

- Image Specifications: 300 dpi with 2 to 3 options.

**1.7** The Entries must be submitted online.

No Entries received thereafter shall be accepted (unless the date is extended by 'The Daily Star & Blender's Choice'. The Participant must ensure that the content of the Entries and Clips/ Images submitted for the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 is original and that the Participant has all the necessary intellectual property rights including copyright and permissions to use the same. The Participant shall be solely responsible for ensuring that the content of the Entries and Clips/Images submitted for the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 does not infringe any third-party rights. The Participant must also include the streaming links of their digital contents.

'The Daily Star & Blender's Choice' reserves the right to add any Entry to the list of nominees to the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 at its Joint discretion.

The decision of the Standing Committee of 'The Daily Star & Blender's Choice' regarding the eligibility of the Entries and further submission and selection criteria shall be final and binding on all parties. 'The Daily Star & Blender's Choice' also reserves the right to disqualify any person/entity that it knows, or has reasonable grounds to believe is ineligible to participate in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021. No queries with respect to the decision of 'The Daily Star & Blender's Choice' shall be entertained and no Participant and/or any other person or entity shall have any claims in this regard.

### 2. Categories and Selection Process:

The following categories ("Category") and recipients shall be awarded in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021. Only categories ("Category") mentioned under **2.1** are open for Entries from OTT & Digital space(s)/ Production Houses of which select categories ("Category") shall be opened for audience voting as per the discretion of 'The Daily Star & Blender's Choice'. Categories mentioned under **2.1** shall be reviewed by a Jury curated by 'The Daily Star & Blender's Choice'.

- **Best Series**
- **Best Film**
- **Best Director, Series**
- **Best Director (Film)**
- **Best Actor, Series (Male)**
- **Best Actor, Series (Female)**
- **Best Debut Script Writer**
- **Best Debut Actor (Male)**
- **Best Debut Actor (Female)**
- **Best Debut Director**
- **Best Writer**
- **Best Lyricist**
- **Best Dialogue**
- **Best Cinematographer**
- **Best Song (Music Composer)**
- **Best Singer**
- **Best Background Score**
- **Best Costume**
- **Best VFX and Editing**
- **Best Supporting Actor, Series (Female)**
- **Best Supporting Actor, Series (Male)**
- **Best Director (Critics)**
- **Best Content (Social Cause)**
- **Director's Choice (Best Film / Series / Drama)**
- **Best Actor, Male (Critics)**
- **Best Actor, Female (Critics)**
- **Best Content (Documentary)**
- **Best Freelance Web Drama/Content**
- **Best Content (Education)**
- **Best Content (Entertainment/Comedy)**
- **Best Content (Sports)**
- **Best Content (Kids)**
- **Best Content (Travel Vlog)**
- **Best Content (Animation)**
- **Best Content (Food & Recipe)**
- **Best Content (Health & Wellbeing)**

**2.2** The process for selecting the winner/s in each Category shall be as follows:

**2.2.1** One recipient can submit as much as nominations they want to from the OTT & digital space(s)/Production Houses/Media Houses/Individual, all Entries received by 'The Daily Star & Blender's Choice' for the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 will be put up for public voting on a dedicated microsite for the same.

**2.2.2** Based on the votes received for each Category, a shortlist of 3 (Three) Entries per Category shall be created.

**2.2.3** The shortlisted Entries shall be passed on to a jury appointed by 'The Daily Star & Blender's Choice' for their judgment. Based on the Jury's decision, 'The Daily Star & Blender's Choice' shall decide the winner of the respective Category.

**2.2.4** The winner/s agree(s) to sign the requisite forms, contracts and documents to claim the award.

**2.2.5** The selection of the popular category will be based on 50% of audience vote and 50% of the jury's mark.

**2.3** The decision of the jury and/or 'The Daily Star & Blender's Choice' regarding the winner/s in each Category shall be final and binding on all parties. The Participant shall accept and abide by any and all decisions made by 'The Daily Star & Blender's Choice' and the jury, without limitation, decisions relating to the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, selection of winner/s and the criteria for selection of winner/s. No queries with respect to the decision of the jury and/or 'The Daily Star & Blender's Choice' shall be entertained and no Participant and/or any other person or entity shall have any claims in this regard.

**2.4** 'The Daily Star & Blender's Choice' is under no obligation to provide to the Participant any comments or feedback regarding the submitted Entry, any information relating to the manner in which the Entry is, will be, or was reviewed, any reasons why the Entry was not accepted; or any other information relating to the Entry's review, consideration and/or selection process.

**2.5** The names of the jury members shall not be revealed until the entire process of selecting the winner of each Category as mentioned hereinabove has been completed.

**2.6** 'The Daily Star & Blender's Choice' management shall have the absolute right and discretion to reject the votes that it has reason to believe have been manipulated or are not genuine. The decision of 'The Daily Star & Blender's Choice' management in that respect shall be final and binding on all parties concerned.

**2.7** 'The Daily Star & Blender's Choice' reserves the right to reject or remove any Entry submitted which is obscene, defamatory, malice, abusive, harassing, tortuous, intimidating, vulgar, pornographic, profane, threatening, invasive of privacy or publicity rights or otherwise objectionable, or unlawful subject matter or which constitute or encourage a criminal offence, violate the rights of any party or otherwise gives rise to liability or violates any law, in its absolute discretion.

**2.8** 'The Daily Star & Blender's Choice' further reserves the right in its absolute discretion to disqualify any Participant at any stage if it has reasonable grounds to believe that a Participant has breached any of these Terms, any applicable law (including copyright law) or has otherwise infringed the intellectual property rights of any other person. Each Participant acknowledges and agrees that any failure to comply with these Terms could lead to 'The Daily Star & Blender's Choice' disqualifying the Participants, without 'The Daily Star & Blender's Choice' giving any reason for such disqualification or granting any opportunity for challenge.

**2.9** 'The Daily Star & Blender's Choice' reserves right to cancel out any categories if there is a lack of quality submission.

### 3. Representation and Warranties of the Participants:

**3.1** The Participant represents and warrants that it has obtained all necessary licenses, permissions, certifications and authorizations and has complied with all applicable laws necessary for participating in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021.

**3.2** The Participant represents and warrants that it is not under any contract with any person, firm, corporation or authority that would prevent its participation in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 and display of the Entries or any other matter connected therewith and agrees to indemnify 'The Daily Star & Blender's Choice' against any claim that may be brought against it in this regard or any loss that may be caused due to it.

**3.3** The Participant agrees and undertakes not to engage in any press, publicity or other discussion with any third party in connection with their Entry and its participation in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 or any other aspect of the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, before, during or after the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, without obtaining prior written approval of 'The Daily Star & Blender's Choice'.

**3.4** The Participant agrees that furnishing of any false information or concealment of any material facts in the application form will result in immediate disqualification of the Participant.

**3.5** The Participant agrees that it shall not have any claim against 'The Daily Star & Blender's Choice' or its sponsors in case of cancellation or postponement of the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021.

**3.6** The Participant agrees not to make any unauthorised contact with the jury or try to influence the decisions of the jury or any other act of such kind. 'The Daily Star & Blender's Choice' reserves the right to disqualify any Participant indulging in such acts.

**3.7** The Participant acknowledges that in case any of the provisions of these Terms are deemed invalid or become unenforceable or prohibited by applicable law, such portions shall be considered divisible and the remainder of these Terms shall be valid and binding and shall be effective as though such provision was not included herein.

### 4. Indemnity:

**4.1** The Participant must ensure that the content of the Entry and the Clips/Images submitted for the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 is not immoral, obscene or indecent and is worth sharing in the public domain. 'The Daily Star & Blender's Choice' is not responsible for the content of the Entries and the Clips/ Images submitted for the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 in any manner whatsoever and all liability arising from such Entries and Clips/ Images shall accrue solely to the respective Participant. The Participants hereby indemnify 'The Daily Star & Blender's Choice' against any claims that may arise in relation to the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, the Entries, the Clips/Images and / or any exploitation thereof.

### 5. Alteration / Modification / Waiver:

**5.1** 'The Daily Star & Blender's Choice' has the right to change, alter, modify or cancel the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 and these Terms without giving any reason or prior notice to the Participants and the Participants shall have no claims in this regard. The Participants are advised to keep checking the Terms available at [www.Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 .com](http://www.Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 .com) for any such updates.

**5.2** The Participants agree that failure by 'The Daily Star & Blender's Choice' to enforce any of its rights at any stage shall not constitute a waiver of those rights.

### 6. Notice and Communication

**6.1** All communications directed towards 'The Daily Star & Blender's Choice' shall be addressed to: OTT & Digital Content Awards Team.

**Email:** [OTT&DigitalContentAwards@thedailystar.net](mailto:OTT&DigitalContentAwards@thedailystar.net)

### 7. Liability and Force Majeure:

**7.1** 'The Daily Star & Blender's Choice' shall not be held liable for any matters related to the display, exhibition and internet sites, including, and without limitation; outage; downtime; virus, server and network issues; etc. that may affect the broadcast, display or exhibition of the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 in any manner whatsoever. 'The Daily Star & Blender's Choice' assumes no responsibility for any error, omission, interruption, deletion, theft, delay in operation or jumbled, scrambled transmission, communications line failure, defect, destruction, or unauthorized access to the microsite, website of Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 or 'The Daily Star & Blender's Choice' or program or programming error or failure, or failure to capture any Entry information. 'The Daily Star & Blender's Choice' shall not be responsible for injury or damage caused to the Participant's or to any other person, relating to or resulting from participation in the Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, or from downloading materials or accessing the website or microsite of 'The Daily Star & Blender's Choice' or Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 or displaying the Entries / Clips/Images online for voting, shortlisting or during the event held to gratify the winners. 'The Daily Star & Blender's Choice' is not responsible for any problems with or technical malfunction of any telephone or internet network, or lines, computer online systems, servers or providers, computer equipment, software, failure of any email Entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind, or any combination thereof.

**7.2** 'The Daily Star & Blender's Choice' shall not be liable to any Participant in the event 'Blender's Choice-The Daily Star OTT & Digital Content Awards 2021' is unable to proceed with the OTT Digital Content Awards or adhere to any of the contents of the Terms stated herein for any reason whatsoever, including owing due to acts of God, wars, blockades, hostilities, civil disturbances, riots, strikes, lock-outs, epidemics, pandemics or large scale sanitary crisis, fire, storm and flood, judgment or orders of any court of law, acts of terrorism, embargo, any force majeure events and government orders or restrictions, transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control.

### 8. Governing Laws and Jurisdiction:

**8.1** The Blender's Choice-The Daily Star OTT & Digital Content Awards 2021 and the Terms shall be governed and construed in accordance with the laws of Bangladesh and competent courts in Dhaka shall have exclusive jurisdiction.

**8.2** To participate at Blender's Choice-The Daily Star OTT & Digital Content Awards 2021, all the participants must comply with the Government policies regarding OTT & Digital Contents.