



SPONSORED BY THE MINISTRY OF COMMERCE & INDUSTRY

APPLICATION FOR REGISTRATION OF INTEREST

The Gem & Jewellery Export Promotion Council is organizing a Jewellery Trend Forecasting Seminar '**DESIGN INSPIRATIONS 2015**', scheduled to be held on 24th & 25th February, 2015 at Hotel Grand Hyatt, Off Western Express Highway, Santacruz (East), Mumbai, India, 400 055. The Seminar aims at educating the members of Gem & Jewellery Industry on latest jewellery trends of specific markets namely India, Europe and USA.

The Seminar will be conducted by renowned forecasters, Ms. Paola De Luca from THE FUTURIST LTD an internationally renowned consulting firm based in Italy and also an Independent division of Vicenza Fair. It has been selected and invited by the Council to impart knowledge and training to the members of Gem & Jewellery Industry on Jewellery trends for 2015. The Seminar intends to cover various topics pertaining to growth & future of this dynamic gem & jewellery industry.

Apart from Ms. Paola De Luca, eminent industry representatives will be invited to present their thoughts on future of the gem & jewellery industry.

The Council has conducted a similar trend seminars in past, which was well received by the participants.

The Council intends to do a market focus Trend Seminar and Workshop for each market, scheduled across 2 days in Mumbai.

The last date of submission of your 'Registration of Interest' along with your recommendation for participants with their contact details is 14 Feb. 2015.

*This Application is only an APPLICATION FOR REGISTRATION OF INTEREST of the Applicant for intended participation at **DESIGN INSPIRATIONS 2015** Seminar. The Council does not guarantee any rights of any nature whatsoever over the Participation based on this Application for Registration of Interest. However, once the Applicant registering the interest is selected and upon full payment towards the Category opted by it / he / she, this Application for registration of interest will be deemed as Application for Participation with respect to such selected Applicant. Upon selection of the Applicant's Registration of Interest for participating at **DESIGN INSPIRATIONS 2015** Seminar, the terms & conditions annexed at ANNEXURE I to this Application for Registration of Interest shall be applicable irrevocably to the Applicant in capacity of the Participant.*

Please read the form carefully, before filling, signing and submitting to the Council, for better clarification and understanding.

Condition: Upon receipt of the full payment and acceptance of the Application for Registering of Interest the participant shall be governed by the rules as may be decided by the Council shall govern participation at **DESIGN INSPIRATIONS 2015** Seminar.

Cancellation: The Council reserves all rights to cancel the **DESIGN INSPIRATIONS 2015** Seminar at any time without assigning any reason for such cancellation. In such an event, upon the Participant making a written application in this behalf, the Council shall refund the Participation Fees to the Participant, without any interest and to the extent of 100% of the total fees paid. Upon the Council refunding such proportionate fees, the Participant shall neither have any right whatsoever nor shall make any further claim against the Council.

Notwithstanding what is stated herein, if the Applicant / Participant cancels his participation from **DESIGN INSPIRATIONS 2015** Seminar for any reason whatsoever, then the Council shall not be liable to make any refund of the Participation fees to the Participant, either in part or in full.

Declaration:

We, declare that we have read and understood all the facts and guidelines regarding the participation at **DESIGN INSPIRATIONS 2015** mentioned above and agree to abide by the same from time to time.

Signature: _____

Name: _____

Designation _____

Date: _____

Company Seal/stamp: _____



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Seminar Registration No.: _____ (for official use only)

To,

**Executive Director,
The Gem & Jewellery Export Promotion Council
Tower A, AW 1010, G-Block
Bharat Diamond Bourse, BKC,
Bandra (E) Mumbai - 400 051**

For further details:-

**Ms. Poonam Ghare
Poonam@gjepcindia.com
Tel + 9122 26544600
Mob +91 9987753828
Fax +9122 26524764**

APPLICATION FOR PARTICIPATION IN DESIGN INSPIRATIONS 2015

1. Participant's Name of the Firm:
2. Council's Membership No. (2014-15): *(Not applicable to Non-members)*
3. Full Office Address (for correspondence):
4. Tel. No. (with area code):
5. Fax No. (with area code):
6. E-mail Address: *(Application will be deemed to be incomplete and subject to rejection if e-mail address is improperly mentioned. Please note that all official communication by and on behalf of the Council will be preferably done only on the e-mail address provided herein. You may also provide any alternative e-mail address for smooth communication. The Council will not be responsible in any manner whatsoever for mis-communication on account of wrong e-mail mentioned herein or due to any technical error or snag.)*
7. Website:
8. Local Sales Tax / Service Tax / VAT Registration details: *(To be provided by Non-members)*
9. Name of the Contact Person & Designation:

10. A brief about business (Not exceeding 50 words): *(To be provided by Non-members)*

(Please append additional sheet / annexure if the space provided herein is no sufficient.)

11. Participation Details: Have you participated in any of the like events / activities in past? If YES, please provide the details

12. Details of the representative **nominated** by you to attend the Seminar: (including address and contact details of nominated personnel / designer, their experience in the domain of jewellery and achievements in the said domain)

(Please append additional sheet / annexure if the space provided herein is not sufficient.)

13. DETAILS PARTICIPATION CATEGORY FEE TABLE:

We would like to go for:

Category No.	Manufacturer Category	Category Fee (Rs.)*	Category Opted (Please tick as applicable)
1	1 Participant for two days seminar	3,500/-	<input type="checkbox"/>
2	1 Participant for two days (current student)	1,500/- (reference letter from the Institute)**	<input type="checkbox"/>

**Inclusive of applicable Service Tax (calculated at the current rate of 12.36%).*

***Institutes mean the designing institutes of the gem & Jewellery Industry only.*

14. **PAYMENT DETAILS:** Payment towards the Seminar is a one time payment and to be made, either by Cheque (payable at par) or Pay Order or Demand Draft as applicable to be drawn in favour of **The Gem & Jewellery Export Promotion Council** along with the Application submitted herein. The said payment shall be credited to the account of the Council only upon scrutiny and acceptance of the Application form.

Declaration: We hereby confirm our participation in **DESIGN INSPIRATIONS 2015** in Category _____ and we confirm our acceptance of the rules & regulations governing the said Seminar and the T&Cs forming part of this Application Form.

Signature:

Seal of the Company:

Name:

Date:

UNDERTAKING

We hereby understand, agree and undertake that:

a) We shall not use any logo, trade style or name (collectively "Logo"), of '**The Gem & Jewellery Export Promotion Council**', '**the Council**', '**GJEPC**', '**India Diamonds, Gems & Jewellery** or any other Logo owned by the Council in any manner whatsoever for self advertisement in or any form, print, electronic or otherwise, on any form of stationery, including cash memos, bills, challans, letterheads, visiting cards, leaflets, brochures etc., or for any other promotional material in our local outlets or otherwise, other than as may be permitted by the Council in this behalf.

b) We shall not use any logo, trade style or name of **DESIGN INSPIRATIONS 2015** unless expressly permitted by them in writing;

c) We hereby expressly undertake to indemnify and keep the Council indemnified, safe and harmless, from and against, any and all claims, losses, damages, costs including any consequential, indirect or remote costs, to which the Council may be subjected due to any of the following:

a) Any willful act or omission or gross negligence on our part or on part of any of our nominee Representatives participating in the Seminar;

b) Any damage caused to the property, by us or our nominee Representative, (whether tangible or intangible property) belonging to the Council or **DESIGN INSPIRATIONS 2015** the Seminar or the Venue;

c) Gross Negligence or act of willful misconduct;

d) Any infringement of the IPR attached to the contents / materials of the Seminar including the Workshop, by us or our nominee representative;

e) Any breach of the terms and conditions by us or any of our nominee Representatives, including the other undertakings herein above.

This indemnity given by us hereunder shall remain in full force at all times, until extinction of such claims, etc;

4. We shall not interact directly or indirectly through any source, with the media, print, electronic or otherwise, or come out with any publication pertaining to the Seminar or using the Council's or **THE FUTURIST LTD** Group's name or in any manner whatsoever;

5. We shall not act in any manner whatsoever which is likely to adversely affect or conflict with the Council's interest.

6. We shall indemnify and keep the Council indemnified against any cost, loss or damage including incidental costs which you may incur or sustain as a consequence of any claim, demand, action or proceedings by any persons in respect of such claims and that such indemnity shall remain in full force and effect until extinction of such claim or action.

7. We (including our Representatives) hereby acknowledge that all the contents and materials forming part of the Seminar & Workshop are proprietary to the Council and thus the Council enjoys ownership over the same. We shall not use the contents or materials of the Seminar & Workshop elsewhere in any manner for whatsoever reasons.

8. By signing on this Form we confirm our participation in the Seminar & Workshop through our Representatives and hereby expressly consent to receive any and all Electronic Communication from the Council related to the Seminar & Workshop or otherwise. By virtue of the consent given by us to receive E-mails, we agree that the Council **may** and is not obligated to send any and all of its E-mails to us electronically.

9. We shall abide by any changes and modifications in the rules & regulations and other terms & conditions governing **DESIGN INSPIRATIONS 2015** Seminar.

Signature:

Seal of the Company:

Name:

Date:

NOTE:

1. All the information should be completed properly or else the Application shall be subject to rejection. Every page of the Application and the Annexure should be duly signed and stamped.

2. The last date for submitting the duly filled Application along with Annexure, if any, is 14 Feb. 2015

3. All the Participants who are applying in capacity of the Members of the Council should have their membership and its renewal active as on date of this Application. In the absence of renewal of membership, the Council reserves right to reject any such Application at its sole discretion.

4. If any Participant is having any amount outstanding with and payable to the Council, in any manner whatsoever, the Council shall have full right to reject the Application without assigning any reason.

5. The Participant is expected to read & understand all the terms & conditions forming part of the Application, carefully before signing the same.

Signature:

Seal of the Company:

Name:

Date:

Standard Terms & Conditions

These Standard Terms & Conditions apply to all the Participants of the **DESIGN INSPIRATIONS 2015** to be organized by the Gem & Jewellery Export Promotion Council. By participating in the said Seminar cum Workshop, the Participant is deemed to have agreed to these T&Cs without any qualifications.

DEFINITION

'Application' means and includes Application Form and Standard Terms & Conditions mentioned herein. **'Applicant'** means and includes a firm / company / entity applying for seeking participation at **DESIGN INSPIRATIONS 2015** scheduled to be held from 24TH & 25TH February, 2015. **'Council'** or **'the Council'** or **'GJEPC'** means the Gem & Jewellery Export Promotion Council of India and includes the committees of the Council & its members, executives, employees, directors, officers, contractors, sub-contractors and agents. **'DESIGN INSPIRATIONS 2015'** or **'Seminar'** or **'Workshop'** means the **DESIGN INSPIRATIONS 2015**, which also includes a workshop organized by the Council under the name **DESIGN INSPIRATIONS 2015**. For the avoidance of doubt, the word Seminar includes Workshop and vice-versa. Sometimes, **DESIGN INSPIRATIONS 2015** is used to mean and include Seminar & Workshop. **'Participant'** shall mean and include the applicant who has applied or registered itself and its nominee representatives for participating in **DESIGN INSPIRATIONS 2015** Seminar. **'Participation Fees'** means the fees paid by the Participant as specified overleaf pursuant to the terms herein. **'T&Cs'** means the Standard Terms & Conditions forming integral part of the Application and read in conjunction with the Application Form at all times.

APPLICATION

For the purpose of participating in the **DESIGN INSPIRATIONS 2015**, the Applicant shall submit the Application complete with all details together with the relevant supporting documents / Annexure as indicated herein.

PARTICIPATION & PARTICIPATION FEE

The Council reserves all rights to accept or refuse any Application of any Applicant for **DESIGN INSPIRATIONS 2015**. The Applicant agrees to pay the Council immediately upon signing the Application, in Indian Rupees, the Participation Fees, in accordance with the payment terms specified overleaf and it shall not make any set-off against the Council. The Applicant / Participant understands that the Participation Fees paid along with the Application and thereafter shall not be refunded by the Council in any manner whatsoever, except for and in accordance to Article pertaining to Cancellation Policy.

CANCELLATION POLICY

The Council reserves all rights to cancel the **DESIGN INSPIRATIONS 2015** at any time without assigning any reason for such cancellation. In such an event, upon the Participant making a written application in this behalf, the Council shall refund the Participation Fees to the Participant, without any interest and to the extent of 100% of the total fees paid. Upon the Council refunding such proportionate fees, the Participant shall neither have any right whatsoever nor shall make any further claim against the Council.

Notwithstanding what is stated herein, if the Applicant / Participant cancels his participation from **DESIGN INSPIRATIONS 2015** Seminar for any reason whatsoever, then the Council shall not be liable to make any refund of the Participation fees to the Applicant / Participant, either in part or in full.

TERMS OF USE

The information and all content provided during the **DESIGN INSPIRATIONS 2015** Seminar, whether by way of workshop, power point presentation, printed materials or otherwise in any other mode shall be for the sole and exclusive use of the Participants only who have attended the Seminar in person and usage as referred to herein shall be only during the Seminar. The Participants are prohibited to use the information and its contents to engage in any unfair or deceptive practices, whether for commercial gains or not.

The Participant shall neither request information for the use of others nor permit requests to be made under these T&Cs by others. Neither will information be used by the Participant in connection with providing advice or recommendations to others, it being understood that the information is only for the Participant's use based on the current trends and may be subject to change.

Except as otherwise agreed or required by law, neither GJEPC's nor **THE FUTURIST LTD** Group's any trade names, trademarks, or service marks may be used for any purpose as the identification of the Participant's source of reference.

Any and all projections or information provided by the Council on the **DESIGN INSPIRATIONS 2015** Seminar and the result accruing there from, both before and during the Seminar term, is not a product of independent investigation of each and every factor contributing to the result and the end result as projected should be treated as mere projections, which may be subjected to certain variation in actual, depending upon the unforeseen external circumstances & influence. This Clause shall survive the completion of the Seminar.

INDEMNITY

The Participant agrees to hold harmless and indemnify the Council and its committee members, executives, officers, agents, employees or partners, on demand, at all times during and after the Workshop, from and against any other claims including the third party's claim, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees of every kind and nature, arising from or in any way related to the Workshop or any intra-participant transaction.

Notwithstanding anything stated herein, the Participant agrees to indemnify the Council on demand, against all and any actions, claims, demands, losses (including consequential losses), proceedings, damages, liabilities, costs and expenses incurred by or made against the Council in connection with (a) any breach of any of these T&Cs, including the Undertaking given by the Participant herein above or any applicable laws and regulations, by the Participants or (b) any act, omission, default or negligence of or loss or damage caused by the Participants in connection with any other person or **THE FUTURIST LTD** Group or Workshop. This Clause shall survive even after the completion of the Workshop.

DISCLAIMER & LIABILITY:

The Council does not give any warranty whatsoever, including without limitation, as to the availability, accuracy, currency completeness, correctness, or reliability of any information, including any projections or presentations made available at the Seminar / Workshop and expressly disclaims all liability for any direct or indirect damage or loss resulting from the Participant's use of, or reliance on the information or the contents provided before, at the Seminar / Workshop or thereafter. The Participant, therefore, agrees that the Council shall not be liable to the Participant in any manner for any direct or indirect loss or injury arising out of or caused, in whole or in part, by complete reliance of the Participant of the contents / materials of the Workshop.

The Council does not give any warranty whatsoever, including without limitation, as to the conduct of the Workshop and expressly disclaims (to the maximum extent permitted in law) all liability for any direct or indirect damage or loss that may be caused to the participants resulting from the cancellation or rescheduling of the Workshop. The participants, therefore, agree that the Council shall not be liable to them in any manner for any direct or indirect loss or injury arising out of or caused, in whole or in part, by the Council's cancellation of the Workshop, or in otherwise performing its obligations in relation to the conduct of the same.

Further, the Council shall not be liable, at any time, for any special, incidental, exemplary or consequential damages (including, without limitation, damages for loss of business or loss of profits), even if advised of the possibility of such damages, arising in contract, tort or otherwise from the cancellation of the Workshop by the Council or from any acts or omissions in the course of conduct of the

Workshop by the Council or for any failure of performance, error, omission, interruption, defect or delay in the activities undertaken by the participant in relation to the Workshop

The Council provides no advice or endorsement of any kind through this form or the Workshop or the initiative contemplated herein. The availability of the information or projection does not constitute a recommendation by the Council to enter into any transaction, participate or otherwise, or follow any course of action pursuant to the Workshop. All decisions made by the Participant must be based solely on the Participant's evaluation of the circumstances and objectives. The Council shall not be responsible in any manner for the monetary rights of the Participant under Workshop. Further, the Council shall not be responsible for any dispute or difference that may arise at or from Workshop or as between the Participants of Workshop or any third party and the Participant.

The Council shall not be liable for any loss of life of the Applicant / Participant at any time. This Clause shall survive the completion of the Seminar.

OWNERSHIP

To the best of Council's knowledge the materials / contents of the Workshop shall be **THE FUTURIST LTD** Group's property and shall be proprietary to it. All rights in trademark, logo, tradename, tradestyle ("**Logo**") owned by the Council shall be exclusive property of the Council and the Participant shall not in any manner whatsoever use or advertise the same in any form, written, electronic or oral, for its personal gain. The Logo shall not be used at any time by the Participant in any manner except for the promotional activities approved by the Council in writing. Likewise, the contents / materials of the Workshop shall not be used by the Participant in any manner for commercial exploitation. Any claim with respect to the infringement of the IPR involved in the Workshop's contents / materials as may be raised by **THE FUTURIST LTD** Group shall be Participant's liability and the Council shall not be held responsible towards the same in any manner. The Participant on demand by the Council in this behalf shall hold Council indemnified, safe and harmless from any and all such claims until such claims are extinct in entirety. This Clause shall survive the completion of the Seminar.

CONFIDENTIALITY

The T&Cs herein shall be held in strict confidence by the Participant at all times and shall never be reproduced, revealed or made accessible in whole or in part, in any manner whatsoever, to others unless required by law, or unless the Participant first obtains the Council's written consent. This Clause shall survive the completion of the Seminar.

TERMINATION

These T&Cs are not binding upon the Council until it has confirmed and accepted the Application of the Participant. Provisions which by their very nature survive termination shall be deemed to survive any termination. The Council may terminate this arrangement at any time and without prior notice in the event of a breach of these T&Cs by the Participant and otherwise upon 30 (thirty) days' written notice at the sole discretion of the Council. Upon termination, the Participant shall immediately return to the Council any and all information (including copies) thereof, if any, in its possession pertaining to the Seminar, as contemplated herein and agree not to make any claim in any manner under this Clause.

FORCE MAJEURE

The Council shall not be responsible for any failure to perform its obligation under this contract due to unforeseen circumstances or due to causes beyond the its control even after exertion of commercially reasonable efforts to prevent such failure, which failure may include, but not be limited to, acts of God, fire or floods, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes.

ARBITRATION & GOVERNING LAW

It is hereby agreed by and between the Parties hereto that in the event of any dispute or difference arising between the Parties with regard to the terms and conditions of this contract or these T&Cs or relating to the interpretation thereof and / or the implementation of respective rights obligations and/or responsibilities of the Parties hereto, the same shall be referred to arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitral Tribunal shall comprise of a Sole Arbitrator who shall be appointed by the Council. The arbitration shall be held in Mumbai and the proceedings shall be conducted in the English language. The laws of the Republic of India shall govern these T&Cs and the parties agree that the appropriate Courts at Mumbai shall have exclusive jurisdiction in the matters arising hereunder.

MISCELLANEOUS

All decisions made by the participants in relation to the Workshop being attended by them must be based solely on their independent evaluation of the circumstances and objectives of the Workshop being organized.

These T&Cs contain the entire and only agreement and understanding between the Council and the Participants in relation to the subject matter hereof and all prior and collateral representations, warranties, promises and conditions made by the Council have been merged herein. No representation, warranty, promise or condition not incorporated herein shall be binding upon either party.

No waiver or amendment of these T&Cs shall be binding on either party, unless it is in writing and signed by the authorized officials of both the parties

The Council reserves the right to alter and amend any of the T&Cs and guidelines regulating the **DESIGN INSPIRATIONS 2015** Seminar at any time.

Signature:

Seal of the Company:

Name:

Date:
