



## TERMS & CONDITIONS

These terms and conditions outline the rules and regulations for the use of **Abijita Foundation's Website**.

By accessing this **website**, we assume you accept these terms and conditions in full. Do not continue to use **Abijita Foundation's website** if you do not accept all of the terms and conditions stated here. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice, and any or all Agreements:

**"Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.**

**"The Company", "Ourselves", "We", "Our" and "Us", refers to our Company.**

**"Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.**

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of the provisions of Company's stated

services/products, in accordance with and subject to, the prevailing laws of Nepal. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

## **Cookies: We employ the use of cookies.**

By using **Abijita Foundation's website** you consent to the use of cookies in accordance with **Abijita Foundation's** privacy policy. Most of the modern day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for the people visiting. Some of our affiliate/advertising partners may also use cookies.

**License:** Unless otherwise stated, **Abijita Foundation** and/or its licensors own the intellectual property rights for all the material on **Abijita Foundation**. All intellectual property rights are reserved. You may view and/or print pages from <https://www.abijita.com> for your own personal use subject to restrictions set in these terms and conditions.

### **You must not:**

**Republish material from <https://www.abijita.com>**

**Sell, rent or sub-license material from <https://www.abijita.com>**

**Reproduce, duplicate or copy material from <https://www.abijita.com>**

Redistribute content from **Abijita Foundation** (unless

content is specifically made for redistribution).

### **Hyperlinking to our Content**

The following organizations may link to our website without prior written approval:

#### **Government agencies;**

#### **Search engines;**

#### **News organizations;**

Online directory distributors, when they list us in the directory may link to our website in the same manner as they hyperlink to the websites of other listed businesses; and Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups, which may not hyperlink to our **website**.

These organizations may link to our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site. We may consider and approve in our sole discretion other link requests from the following types of organizations: commonly-known consumer and/or business information sources, such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union; dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms, whose primary clients are businesses; educational

institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of businesses, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs its absence; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the **organization**.

These organizations may link to our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to [feedback@abijita.com](mailto:feedback@abijita.com).

Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our

website, and a list of the URL(s) on our site to which you would like to link. Allow 2–3 weeks for our response.

**Approved organizations may hyperlink to our Website as follows:**

**By use of our corporate name; or**

**By use of the uniform resource locator (Web address) being linked to; or**

**By use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.**

No use of **Abijita Foundation's** logo or other artwork will be allowed for linking absent a trademark license agreement.

**Iframes:** Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Website.

#### **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms and conditions.

#### **Removal of links from our website**

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this.

We will consider requests to remove links but will have no obligation to do so or to respond directly to you. Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

#### **Content Liability**

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of any third-party rights.

#### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

**Limit or exclude our or your liability for death or personal injury resulting from negligence;**

**Limit or exclude our or your liability for fraud or fraudulent misrepresentation;**

**Limit any of our or your liabilities in any way that is not permitted under applicable law; or**

**Exclude any of our or your liabilities that may not be excluded under applicable law.**

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer:

- are subject to the preceding paragraph; and
- govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty. To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

## **Giveaway Terms and Conditions**

- Anyone aged 18 years or more can enter into the competition, except the employees of Abijita Foundation, their close relatives or anyone otherwise connected with the organization or judging-process of the competition.
- There is no entry fee and no purchase necessary to enter into the competition.
- By entering into the competition, an entrant indicates his/her agreement to these terms and conditions,

and is bound by them.

- Route to entry to the competition and details of how to enter are given through Facebook and Twitter.
- Only one entry will be accepted from each participant. Multiple entries from the same person will be disqualified.
- Closing date for entry will be provided soon and after that date the no further entries to the competition will be accepted.
- No responsibility can be accepted for entries not received for whatever reason.
- The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of any catastrophe, war, civil or military disturbance, act of nature or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to the entrants as soon as possible by the promoter.
- The promoter is not responsible for any inaccurate prize details supplied to any entrant by any third party connected with this competition.
- **The prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to**



**availability, and we reserve the right to substitute any prize with another of equivalent value without giving notice.**

- The winner will be chosen at random from all correct entries. The winner will be notified via Facebook and Twitter account within five business days after the closing date of the Giveaway. If the winner cannot be contacted or he/she does not claim the prize within 48 hours, Abijita Foundation reserves the right to withdraw the prize from the winner and pick a replacement winner. Abijita Foundation's decision in respect of all matters regarding the Giveaway will be final and shall not be subject to review or appeal by any entrant or by any third party.
- All entries received and verified by the Promoter and/or its agents [as a result of a popular vote conducted via social media sites as measured and recorded and verified by the Promoter and or its agents].
- The promoter will notify the winner when and where the prize can be collected/delivered.
- The promoter's decision in respect of all matters concerning the competition will be final and no correspondence will be entered into.
- The winner agrees to the use of his/her name, image, photo as well as his/her entry in any publicity material. Any personal data relating to

the winner or any other entrants will be used solely in accordance with the data protection legislation and will not be disclosed to any third party without the entrant's prior consent.

- Entry into the competition will be deemed as acceptance of these terms and conditions.
- This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to Abijita Foundation and not to any other party.
- Abijita Foundation will judge the competition and decide the winner randomly from all complete entries via Facebook, Twitter and any other Social Media.
- Abijita Foundation's decision as to those able to take part and selection of winners is final. No correspondence relating to the competition will be entered into.
- The entrant must be following @officialabijita on Twitter, Abijita Foundation on Facebook (<https://www.abijita.com/abijitafoundation>) in order to enter into the competition.