

# **TERMS AND CONDITIONS**





# KRISHNA GANGA FOUNDATION Krishna Ganga Foundation Block Nirmal Bag -C, Plot 96,Village Virbhadra, Rishikesh,Dist. Dehradun. Uttarakhand.

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### **SECTION - A**

# TERMS AND CONDITIONS – Master's Training Course ("MTC")

These Terms and Conditions constitute an agreement between Krishna Ganga Foundation (hereinafter referred to as "Light House"/ We/Us) and the Student (hereinafter referred to as You/Your/Yourself). "Student" shall mean any person who has registered and have been selected by Light House for attending the Master's Training Course (hereinafter collectively referred to as "MTC"). "Master" shall mean teacher or teachers including MTC coordinators conducting MTC sessions for You. By registering for MTC, You agree to have read, understood, comprehended and accepted to be legally bound by these Terms and Conditions. This is an electronic record that does not require a physical or digital signature to be created.

Light House and You are collectively referred to as "Parties" and individually referred to as "Party".

#### 1. ELIGIBILITY AND CERTIFICATION

#### 1.1 Eligibility to Attend MTC

- 1. Student should be sincere and honest and have a deep earnestness to live a life of awareness.
- 2. Student must be physically fit and flexible.
- 3. Student must not be dependent on drugs or alcohol.
- 4. Student must be free from serious medical conditions, including severe spinal cord injuries, slip disc issues, or other severe physical or mental illnesses.
- 5. We advise against women attending the MTC during menstruation. Consequently, We kindly request that You abstain from applying if the session dates coincide with Your menstrual cycle.
- 6. Student should be ready to sincerely follow and practice the preparatory instructions We share including diet, exercise and meditation.

- 7. Before coming here Student should sort their family/official affairs and come with a clean state of mind. If You tell lies before coming here, We assure that You WILL NOT connect with divine energy/light.
- 8. Light House is an abode of divine love that transcends religious, ideological or any other kind of divisions. Therefore, if You are hardcore believer in any religion/idea etc. please do not apply.
- 9. The language of communication of all MTC sessions is English, therefore basic knowledge of English is mandatory for all Students including foreign Students. Foreign Students may please note that Light House will not be able to provide resources or facilities for translation of any foreign language to English language.
- 10. It is essential that You thoroughly review all of our Terms And Conditions before applying for MTC, as they are distinct from standard policies. Please ensure that You read and fully understand these Terms And Conditions to be well-informed before proceeding with Your registration.
- 11. In this meditation when the Student is in a state of deep rest, the Master or MTC coordinators need to create body positions like bandhas (Yogic Postures) by touching the body. Also, certain body parts need to be pressed to activate healing. Those who have reservations to the above-mentioned techniques may inform the Master or MTC coordinators in advance or not join MTC.
- 12. In this program, attention would be paid to each individual depending on how his/her energy awakens i.e mild, medium or intense.

#### 1.2 Certification

- The Student will be awarded the title of "YOGI" (for male) and "YOGINI" (for female) in their certificates. Certificates will be awarded to only those who touch the cosmic energy/divine light and imbibe the essence of living a life of awareness. The awarding of the certificate is entirely at the discretion of the Master.
- 2. By registering for our course, You acknowledge that this certificate does not entitle You to teach MTC course. You also agree that, under no circumstances, will You teach or impart the MTC course, in part or in full, to others without prior written permission from the Master.

#### 2. REGISTRATION

- 1. By registering You agree to provide accurate, true, correct, current and complete information about Yourself.
- 2. Your registration for the MTC will be complete only after You receive a confirmation from Light House confirming Your registration and attendance. Light House reserves the right to refuse registration of anyone, at any time, without specifying any reason.
- 3. As per government guidelines, all overseas Students (non-Indian passport holders, OCI cardholders and NRIs) are required to present their valid passport in original and Indian Visa/OCI card on arrival at Light House. As per government guidelines, Light House shall share relevant details of all overseas Students with government authorities in accordance with law. You shall cooperate with Light House to comply with the same.

#### 3. PREPARATION

- 1. You understand that this is an intense training devoted to the Art of Spontaneous Meditation (hereinafter referred to as "Kriya Meditation/Cosmutation") and therefore it is mandatory to follow and sincerely practice all instructions in the booklet *Preparation For Kriya Meditation* before attending MTC.
- 2. You understand that You have been selected by Light House to attend MTC. Hence, Your attendance to MTC cannot be transferred to any of your family member, relative, friend or anybody else.

#### 4. INSTRUCTIONS TO BE FOLLOWED DURING MTC SESSION

- 1. All sessions of MTC require mandatory attendance. You may not be allowed to attend the following session if You miss or drop out of any previous sessions.
- 2. Students should be punctual and arrive at least 5 minutes before the start of each session.
- 3. Ganga-bath is a mandatory part of MTC session and You are not permitted to avoid ganga bath. You understand that it might not always be possible for Light House to take the Students to a clean ghat. Various factors including weather, local restrictions etc. may result in having to compromise with the facilities, and hence Your cooperation is needed.

- 4. Being a practicing yogi, You are advised to speak only when necessary and otherwise remain in silence.
- 5. All through the sessions of MTC, Students are required to have a modest quantity of breakfast and lunch, as most of these yogic practices are best done on an empty stomach or after light refreshments.
- 6. During the entire period of MTC, the Students are required to make minimal use of mobile phones and gadgets.
- 7. Mobile phones, musical instruments and electronic gadgets including smart watches are STRICTLY FORBIDDEN in the yoga hall.
- 8. During MTC sessions both men and women should wear clothing that covers shoulders, upper arms, midriff and legs down to their ankles. Please avoid tight, transparent or too thick clothing. We recommend wearing light stretchable full sleeve t-shirts/tops and full-length pants. During winters You may wear stretchable skin-fit thermal wear for yoga, pranayama and meditation classes.
- 9. For Women: We don't recommend women joining MTC if their menstruation period coincides with the MTC session dates. However, in the unlikely event You start menstruating during the MTC session, You have to inform Us immediately and follow Our course of advice, even if that means discontinuing MTC.

#### 5. HEALTH DECLARATION

- You understand that our pre-requisites require the Student to be mentally and physically fit in order to attend MTC. MTC may aggravate a physical injury, medical condition, and psychological condition and You represent and warrant that You are physically and psychologically fit to attend MTC.
- 2. You agree and undertake that You do not have any of the following conditions: 2.1 History of fainting, fits, stroke, heart seizures, spinal problems, heart attack, uncontrolled bleeding of any kind, chronic fatigue and active rheumatologic problem. 2.2 Undergone major and minor surgeries in the past 6 months. 2.3 Suffering from any other chronic disease.

- 3. You further undertake that You agree to provide Light House accurate, true, correct, current and complete details of all/any of Your medical conditions and give full disclosure of any pre-existing or existing disease, medical ailment or injury at the time of registration for MTC. You agree that in the event of incomplete or false information given by You, You will not be allowed to attend MTC or may be asked to discontinue even in the midst of MTC.
- 4. You understand that for anyone with abovementioned physical and medical conditions, MTC can be harmful to the health of such person. It is Your responsibility to consult a healthcare provider/doctor and certify Yourself to be fit enough to attend MTC. We may require You to produce such medical certificate before attending the MTC.
- 5. If You develop any of the following health conditions during MTC:
  - 5.1 Injury, illness or any other medical condition, or
  - 5.2 You feel extreme pain and discomfort,
  - We may at our sole discretion prohibit You from continuing with MTC.
- 6. In the event of any emergency or unforeseen health-related complications, You agree to abide by the recommendations made in Your best interests by Light House. Any medical expenses incurred in this regard will be fully borne by You.
- 7. You understand that Light House has limited supply/variety of medications and You agree to carry all the regular medications that You would need throughout Your stay at Light House, including any and all prescriptive medicines and supplements, adequate for the duration of MTC.
- 8. In consideration for being permitted to attend MTC, You agree to assume full responsibility for any risks, injuries, or damages known or unknown, that You might incur as a result of attending MTC.
- 9. You acknowledge and agree to take full responsibility of Your health during Your stay in Light House.
- 10. In further consideration for being permitted to attend MTC, You hereby knowingly, voluntarily, and expressly waive any and all claims, liabilities, demands, expenses, fees, legal actions, rights of action for damages, personal injury, mental suffering and distress, or death ("Claims"), including legal fees or expenses, that You may suffer or that Your spouse, parents, children, or unborn children may suffer in connection with Your attending MTC. You agree to indemnify, release, and hold harmless Light House, including its trustees, representatives, Master, teachers, instructors, co-instructors, presenters, facilitators, employees, agents, volunteers,

and independent contractors (collectively, the "Indemnified Parties") from and against any loss, cost, or liability incurred in defending any Claim made by You or anyone making a Claim on Your behalf in this regard.

#### 6. WHO SHOULD NOT APPLY

- 1. If You have any of the health conditions mentioned hereinabove.
- We advise against women attending the MTC during menstruation. Consequently, We kindly request that You abstain from applying if the MTC session dates coincide with Your menstrual cycle.
- 3. We do not encourage children or college students to attend MTC. However, self-employed individuals or working adults who are pursuing a college education for continued professional development are eligible to apply for MTC.
- 4. Light House is an abode of Divine Love that transcends religious, ideological or any other kind of divisions. Therefore, if you are hardcore believer in any religion/idea etc. please do not apply.

#### 7. PAYMENT, CANCELLATION & REFUND POLICY

#### 7.1 Payment

- Accepted modes of payment include Net Banking, UPI and Cash (subject to MTC-specific terms).
- 2. A seat is confirmed only upon receipt of the required advance/booking amount and subsequent written confirmation by Light House.

#### 7.2 Advance/Booking Amount — Non-Refundable

- 1. The booking amount is strictly non-refundable.
- 2. If you cannot attend a scheduled MTC after registration, you may request to **shift your** registration to one of the next two (2) consecutive MTC sessions, subject to seat availability, provided that:

- For an Indian Student, Light House receives written notification more than ten (10) days
   before the MTC start date.
- For an NRI/Foreign Student, Light House receives written notification more than twentyfive (25) days before the MTC start date.
- 2. Cancellations made ten (10) days or less prior to commencement, in case of a an Indian Student, and twenty-five (25) days or less for NRIs/Foreign Student are treated as late cancellations: admission will be cancelled, the booking amount forfeited, and re-enrolment will require payment of a fresh booking amount.
- 3. The booking amount and admission are non-transferable.

#### 7.3 No Refund — Misconduct, False Information or Health-Related Suspension

- 1. No refund will be provided if you are dismissed for misconduct or for breaching these Terms.
- 2. No refund will be made where admission is suspended or terminated because information provided by you was untrue, inaccurate or incomplete.
- 3. No refund will be provided where Light House, acting reasonably, determines that your health is not conducive to participation and prohibits further attendance.

#### 7.4 Action in Case of MTC Cancellation by Light House

1. If Light House cancels a MTC session due to unforeseen circumstances or any other reason, you may be offered an option to join one of the next two (2) consecutive sessions or as decided by the management.

#### 7.5 Withdrawal / No-Show

1. Withdrawal after commencement of the MTC, partial attendance, or a no-show will be treated as cancellation of registration and no refund will be provided.

#### 7.6 Refund Processing

- 1. The booking amount is strictly non-refundable and shall not be refunded under any circumstances.
- 2. Refunds, if applicable (i.e., in cases other than the non-refundable booking amount, such as excess payments, duplicate payments, or refunds expressly approved by management), will be processed using the original payment method (bank transfer/UPI) where feasible.

3. For offline (cash) payments, refunds, if any, will be processed via NEFT or UPI. Please allow up to four (4) weeks for processing.

#### 7.7 Final Authority

Management's decision in all matters relating to admission, deferment, cancellation, termination, forfeiture, and refund shall be final and binding, subject to applicable law.

#### 8. CODE OF CONDUCT & STAY GUIDELINES

#### **8.1 Respect for Light House Environment**

- 1. Light House is a space dedicated for meditation. It is important that You try to remain in silence as much as possible throughout Your duration of stay.
- 2. You agree to behave in such a way as to create a safe, supportive, and learning environment.
- 3. You agree not to smoke, drink alcohol, or consume any hallucinogenic or banned drug on Light House premises.
- 4. You agree not to engage in disruptive speech or behavior. You will comply with all applicable laws and agree not to engage in any form of harassing, offensive, discriminatory, or threatening speech or behavior, including relating to race, gender, sexual orientation, religion, or disability.
- 5. Students engaging in or threatening to engage in such behavior will be requested to leave Light House immediately, and such students will not be eligible to receive a refund of any amount paid to Light House for MTC.
- 6. If you witness such behavior, please promptly inform Light House in order to take appropriate action.

#### **8.2 Prohibited Activities**

- 1. Please do not use gadgets or speakers on the premises of Light House at high volume or in any manner that may disturb others.
- 2. Please do not use mobile phones while walking in Light House. Kindly move to a corner, stand/sit in one place before using the phone.
- 3. Do not tamper with garden or indoor plants, and refrain from plucking flowers.

#### 8.3 Room Use and Housekeeping

- 1. Light House is a space designed for meditation, health, and well-being. The rooms are not to be used by the Student as a hotel, resort, or for casual stay or vacation purposes. They are made available only for meditation.
- 2. Light House reserves the right to ask You to leave if You do not follow the Code of Conduct, do not follow the instructions as detailed above, cause damage to the property, or engage in any activities which are unacceptable to Light House.
- 3. While You can share Your preference for a particular room, the allocation and the choice of rooms provided to you shall be the sole prerogative of Light House. You agree to accept the decision without raising any protest or dispute whatsoever.
- 4. Except for room cleaning, no other room service is available. Occasionally, as part of karma yoga practice, the Students may be asked to clean their own rooms and wash their utensils or clean the campus.
- 5. Use furniture and other amenities provided, including yoga mats and other yoga accessories, properly and keep the rooms and washrooms clean.
- 6. Please turn off the geyser and other electrical appliances and switches when not in use. Please seek staff help if You do not know how to operate any electrical device.
- 7. The use of the spa room or washing machine is not allowed unless with prior permission from MTC co-ordinator.
- 8. During check-out, please leave Your room clean and tidy. Do not discard any of Your belongings here.

#### 8.4 Use of Facilities

- Students are welcome to borrow and read any book from our mini library in the dining hall.
  Do not remove the plastic wrap of the books placed in the section marked as "FOR SALE." Do
  not carry the books to your room or elsewhere. You are free to visit the dining hall anytime
  and read them. Do not tamper with or use markers of any sort on the books.
- 2. Students are welcome to visit the Yoga Hall anytime for meditation, unless any other classes are being held there at that time. Use of the music system in the Yoga Hall or playing music on your own device (allowed only for bhajans or meditative music) is not allowed unless with the permission of the Master/MTC co-ordinator.

#### 8.5 Yoga Hall Guidelines

- 1. The Yoga Hall is a sacred and dedicated space exclusively for yoga and meditation. Students are encouraged to visit the Yoga Hall for meditation at any time, provided no classes are in session.
- 2. Music: The use of the music system in the Yoga Hall is allowed only for bhajans or meditative music and requires prior approval from the Master or MTC co-ordinator.
- 3. Yoga Accessories: Students are permitted to use yoga mats, blocks, belts, and any other accessories provided in the Yoga Hall. These items must not be taken outside the Yoga Hall unless directed by the Master or MTC co-ordinator.

#### 8.6 Meals and Dietary Considerations

- 1. Please be on time for the meals. Students will be provided only vegetarian food. If you have any food allergies, please make appropriate food arrangements for yourself. Carrying food and beverages to rooms is not allowed.
- 2. Students are only permitted in the kitchen to refill water from the water purifier. All other access is not allowed.

#### 8.7 Safety and Accountability

- 1. While Light House is a safe space, students are advised to ensure the safety of their valuables and belongings. Light House will not be held liable for any lost items.
- 2. You will be held accountable for any damage caused by you to the property and assets of Light House, and Light House shall be entitled to demand money from you for the loss suffered due to damage of its property and assets.
- 3. Do not trespass onto Krishna Sir's residence, garden, backyard, or portico.
- 4. Please be aware that Light House campus is under CCTV surveillance for security purposes.

#### 9. VOLUNTARY ATTENDANCE

1. You acknowledge and agree that Your attendance in MTC is voluntary. Since attending any of the Kriya Meditation sessions could involve physical activity by way of yoga, extreme body movements during Kriya Meditation sessions, emotional release by way of crying, howling, screaming, excessive exhaustion due to body pain and emotional upheaval after Kriya

- Meditations, You agree to assume the risks associated with attending MTC to the fullest extent permitted under applicable law.
- 2. To the extent permissible by law, You agree to indemnify Us against any and all claims, actions, losses and damages.
- 3. You acknowledge and accept that during Kriya Meditation/Cosmutation, the Master needs to help You to do certain yoga postures or press specific points in Your body for the Kriyas to happen. If You have any reservations, You shall inform the Master before the start of MTC and refrain from attending the meditation classes conducted by the Master. You agree to indemnify the Master and Light House against any and all claims, actions, losses for not being able to attend the MTC of the Master.
- 4. During the meditation class, when the Student is in a state of Deep Rest, the teachers need to create body Bandhas (Yogic Postures) like Supta Baddha Konasana, Supta Virasana, Halasana, toe flexion, pavanamuktasana, shoulder stretching etc. by touching the body. Also, certain body parts need to be pressed to activate healing. In the rare event of any injury or pain occurring during the process, We shall provide you with basic medical relief. However, We shall not be held responsible for your injury or treatment of the same.
- 5. You acknowledge that You are willingly attending the MTC and that You are completely and personally responsible for any outcomes or results. You agree to use your best judgment and due diligence before acting on any knowledge or information obtained from our website or MTC or social media pages or any other material.
- 6. You acknowledge and accept that Light House is not liable or responsible in any manner whatsoever for any loss or consequence of any specific outcomes or results.
- 7. Light House cannot and does not guarantee that you will achieve a specific result or benefit after attending MTC, and you acknowledge and accept that individual results may vary depending upon the Student's openness, devotion and his/her level of surrender to the divine.
- 8. Because the results are subject to change and are dependent on a number of factors, no guarantees can be given. There is no guarantee that using our website, programs, MTC or sessions will result in a specific result.
- 9. MTC is exempt from any representations, warranties, undertakings and guarantees. We make no representations, warranties, undertakings, or guarantees.

#### 10. VIDEO, FILMING AND PHOTOGRAPHY

- 1. Light House reserves the right to use any photograph/video taken during the MTC in accordance with the Consent Form included herein below.
- 2. Students who do not wish to have their image or video recorded for distribution, promotional or marketing purposes should make their wishes known to Light House in writing.
- 3. You shall also have the right to revoke Your consent anytime subject to prior notification to Light House in writing. Such revocation of consent shall be effective from the date of such notification.
- 4. Any person or organization not affiliated with Light House may not use, copy, alter or modify Light House photographs, graphics, videography or other similar reproductions or recordings without the advance written permission of Light House.
- 5. Video or audio filming and photography of MTC sessions or talks by Master by Students is strictly prohibited.
- 6. You shall not disseminate any portion of these MTC classes to any third party without prior express written permission of Light House.

#### 11. LIMITATION OF LIABILITY

- 1. In no event will We or Our respective officers, Master, coordinators, agents, partners, teachers, trustees, founder and employees be liable to You or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from Your use of the website and Your attendance to MTC held by Light House, even if We have been advised of the possibility of such damages.
- Notwithstanding anything to the contrary contained herein, Our liability to You for any cause whatsoever and regardless of the form of the action will at all times be limited to the charges paid by You for MTC.

#### 12. INDEMNIFICATION

- You hereby knowingly, voluntarily, and expressly waive any and all claims, liabilities, demands, expenses, fees, legal actions, rights of action for damages, personal injury, mental suffering and distress, or death ("Claims"), including legal fees or expenses, that You may suffer or that Your spouse, parents, children, or unborn children may suffer in connection with Your attending MTC.
- 2. You agree to indemnify, release, and hold harmless Light House, including its trustees, Master, representatives, teachers, instructors, co-instructors, presenters, facilitators, employees, agents, volunteers, and independent contractors (collectively, the "Indemnified Parties") from and against any loss, damage, cost, or liability incurred in defending any Claim made by You or anyone making a Claim on Your behalf arising out of or in connection with Your attending MTC and breach of these Terms and Conditions.

#### **13. FORCE MAJEURE**

- 1. In the event that it is impossible or impracticable for Light House to proceed with or carry out MTC in whole or in part, due to any act of God, acts of the government, fire, casualty, flood, earthquake, war, strike, demonstrations, lockout, epidemic, pandemic, destruction of its facilities, riot, insurrection, materials unavailability, or any other cause(s) beyond the reasonable control of Light House, then Light House shall have the sole right to delay, postpone, reschedule, terminate and/or cancel the MTC.
- 2. In such circumstances, Light House will not be liable for any **losses or damages** incurred by the Student.

#### 14. INTELLECTUAL PROPERTY RIGHTS

1. The website is Our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned by Light House and protected by copyright, trademark laws, and various other intellectual property rights.

- 2. The Content and the Marks are provided on the website "as-is" for Your information and personal use only.
- 3. Except as expressly provided in these Terms and Conditions, no part of the website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, screen-shotted, photographed, screen recorded, encoded, translated, transmitted, distributed, downloaded, edited, broadcasted, transferred, taught, used, sold, licensed or otherwise exploited for any commercial or non-commercial purpose whatsoever, without Our express prior written consent.

#### 15. YOUR PERSONAL INFORMATION

- As part of the application process, Student must provide a valid government issued ID card (with a photo) such as Aadhaar/Driving License/Voter ID/Passport. Student must present the same ID at the time of check in to Light House.
- 2. Foreign Students must present their valid passport in original and Indian Visa/OCI card on arrival at Light House.
- 3. You consent to the **collection and use of Your personal information** that You provide in connection with the MTC conducted by Us. We will use Your information to send details and announcements related to MTC classes to You.
- 4. Any personal information that You provide to Us online will be handled in accordance with the laws and regulations of India.
- 5. We are committed to protecting Your personal information and Your right to privacy. You agree that We may use any information that We obtain about You in accordance with the laws and regulations of India including the provisions of Our Privacy Policy.

#### 16. AMENDMENT TO THE TERMS AND CONDITIONS

- 1. Light House reserves the right, at its sole discretion, to **change, modify, amend, add or remove** any portion of these Terms and Conditions, including the Privacy Policy, in whole or in part, at any time.
- 2. Notification of changes in these Terms and Conditions and/or the Privacy Policy will be **posted** on the website <a href="https://www.lighthousekrishna.com">www.lighthousekrishna.com</a>.

 Changes in these Terms and Conditions will be effective when notice of such changes has been posted and will constitute an agreement to such changed Terms and Conditions and/or the Privacy Policy.

#### 17. CONSENT FORM GIVEN BY YOU

#### 17.1 Video, Filming and Photography Consent

I, hereby grant my explicit consent to Light House the right to use my photographed image, videotape and sound of my voice as recorded on audio, taken during the entire duration of MTC without any consideration.

I understand that solely for the purpose of promotional and marketing of MTC classes and various courses of Light House, my image/video may be edited, copied, exhibited, published, or distributed, and waive the right to inspect or approve the finished product wherein my likeness appears. Light House may use the photograph/video in publications or other media material produced, used or contracted by Light House including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc solely for the purpose of promotional and marketing MTC and various courses of Light House.

I also shall have the right to revoke my abovementioned consent anytime subject to prior notification to Light House in writing. Such revocation of consent shall be effective from the date of such notification to Light House.

I acknowledge that I have completely read and fully understood the above Consent Form and agree to be bound thereby. I hereby agree to release, defend, hold harmless and indemnify Light House from any and all claims involving the use of my photograph, video, or likeness.

#### 18. GOVERNING LAW, DISPUTE RESOLUTION AND ARBITRATION

- 1. If any dispute arises out of or in connection with these Terms and Conditions, the affected Party shall notify the other Party of the existence of the dispute and its intention to resolve the dispute in accordance with this section.
- 2. Before resorting to Arbitration, the Parties shall:
  - 2.1 Use reasonable endeavours to attempt to resolve the dispute through relevant personnel of both the Parties.

- 2.2 In the event that the dispute is not resolved within **90 working days** from the date of such notification of dispute, the aggrieved Party may refer the dispute to **arbitration** in accordance with the Arbitration and Conciliation Act, 1996 before the sole arbitrator to be mutually appointed by both the Parties after serving a prior written notice of **15 working days**.
- 3. The venue of arbitration shall be **Rishikesh, India** and the language of the Arbitration shall be **English.**
- 4. The entire cost of the Arbitration proceedings shall be exclusively borne by the affected Party who has notified the dispute for Arbitration.
- 5. The award passed by the Arbitrator shall be final and binding upon the Parties hereto.
- 6. The construction and interpretation of these Terms and Conditions and any Award passed in pursuance of the arbitration proceedings shall be governed by the Laws of India, and the Courts of Uttarakhand shall have exclusive jurisdiction.

#### **TICK BOX – ACKNOWLEDGMENT**

□ I acknowledge that I have completely read, fully understood and voluntarily accepted to comply with the above Terms and Conditions and agree to be fully bound thereby.

## **SECTION - B**

# TERMS AND CONDITIONS — WELLNESS AND YOGA COURSES

These Terms and Conditions constitute a legally binding agreement between **Krishna Ganga Foundation** (operating as **Light House**, hereinafter "**Light House**", "we", "us", or "our") and the person who registers for any program offered by Light House (hereinafter "**Student**", "**Students**", "you" or "your"). Collectively Light House and the Student are referred to as the "**Parties**".

Scope: These Terms and Conditions apply to all Meditation Courses, Stress-Management Courses, Yoga Retreats, Yoga Teacher Training(YTT), Wellness Retreats, and any other programs, events or classes offered by Light House (collectively, the "COURSE").

By completing registration and making any payment, you acknowledge that you have read, understood and accept these Terms and Conditions in full.

#### 1. DEFINITIONS

- 1.1 "Registration" means submission of the required application/registration form and payment of any advance or booking amount required to secure a place on a COURSE.
- 1.2 "Booking Amount" / "Advance" means the amount paid to secure a seat as specified in the relevant COURSE information.
- 1.3 "Indemnified Parties" means Light House and its trustees, officers, employees, agents, contractors, teachers, instructors, volunteers and representatives.

#### 2. REGISTRATION, ADMISSION, EVALUATION & CERTIFICATION

#### 2. A REGISTRATION & ADMISSION

- 2. A.1 Registration is complete only when Light House issues a written confirmation of acceptance. Light House's decision to accept a Student is final.
- 2.A.2 Acceptance of a seat is personal to the Student and is non-transferable. A confirmed seat may

not be assigned, transferred or sold to any other person.

2. A.3 You warrant that all information provided at registration is true, accurate and complete. Light House may refuse admission, or may terminate participation at its discretion, if information provided is false, incomplete or misleading.

#### **2B EVALUATION AND CERTIFICATION**

2.B.1 FOR YTT— Students will be assessed based on the following criteria: attendance, performance, theory understanding throughout the course, and the final written exam. To successfully pass and obtain the dual certification from YOGA ALLIANCE INTERNATIONAL and WORLD YOGA FEDERATION, a minimum combined score of 50% is mandatory. Evaluation will be carried out only for those students who have a minimum of 90% attendance in all the Programs. Please note that Dual certification is only for our 200- and 500-Hours YTT program.

#### 3. HEALTH DECLARATION, MEDICAL FITNESS & RISK ASSUMPTION

- 3.1 You acknowledge that participation in the **COURSE** requires a reasonable degree of physical and psychological fitness. You represent and warrant that you are physically and mentally fit to participate.
- 3.2 You must disclose at registration any pre-existing medical condition, injury, disability, medication, pregnancy or psychological condition that may affect your ability to participate safely. Failure to disclose material medical information may result in refusal of admission or termination of participation without refund.
- 3.3 You agree to consult your healthcare provider prior to attending the **COURSE** if you have any doubt as to your fitness. Light House may require a medical fitness certificate before permitting participation.
- 3.4 You agree to assume all risks (known and unknown) associated with attending the **COURSE** and to follow instructions of the teachers and staff. If, during a **COURSE**, you develop any medical issue, feel unsafe, or feel unable to perform any exercise, you must immediately notify Light House staff. Light House may, in its sole discretion, prohibit further participation for your safety.
- 3.5 You acknowledge and accept that Light House's on-site medical supplies are limited. You must bring and remain responsible for any prescription medicines or supplements you require for the duration of your stay.

#### 4. WHO SHOULD NOT APPLY

- 4.1 Pregnant women may not attend **COURSE** unless the **COURSE** description expressly permits pregnancy attendance.
- 4.2 Student experiencing acute or chronic medical or psychological conditions (including but not limited to severe anxiety disorders, epilepsy, recent major surgery within the past six months, uncontrolled cardiac or neurological conditions, active rheumatologic disease) should not attend unless cleared in writing by a treating physician.
- 4.3 Women who are menstruating should avoid pranayama, heavy asana, or such practices that **COURSE** teachers have indicated are unsuitable during menstruation. Follow the teacher's guidance.

#### 5. CODE OF CONDUCT

- 5.1 Light House is a contemplative space. Students are expected to conduct themselves in a manner that preserves a safe, respectful and supportive learning environment.
- 5.2 The following are strictly prohibited on Light House premises: smoking, consumption of alcohol, use of illicit or hallucinogenic substances, harassment, discrimination, threatening or violent behaviour, or any conduct that materially disrupts the **COURSE** or other Students.
- 5.3 Light House reserves the right to remove any Student for misconduct or behaviour inconsistent with these Terms. Removal will result in forfeiture of fees and no refund unless otherwise expressly determined by management.

#### 6. ON-SITE INSTRUCTIONS & DRESS CODE

- 6.1 Students must follow all reasonable instructions issued by **COURSE** teachers and Light House staff.
- 6.2 Use of electronic devices should not disturb others. Mobile phones should be used quietly and only when stationary; avoid using phones while walking.
- 6.3 Appropriate clothing is required for classes. Comfortable, loose-fitting attire (for example: kurta/pajama, salwar/kameez or t-shirt and track pants) is recommended. Trousers/jeans, shirts and sarees are not suitable for practice sessions. White cotton clothing is recommended where feasible.
  6.4 Arrive at least five (5) minutes before the start of each class and remain silent during sessions.
  Basic knowledge of English is required for participation.

#### 7. YOGA HALL

- 7.1 The Yoga Hall is reserved exclusively for yoga and meditation practice. Entry is permitted only with explicit permission from the **COURSE** teacher or coordinator.
- 7.2 No electronic devices or cameras are permitted inside the Yoga Hall at any time unless expressly authorized by the teacher/coordinator.
- 7.3 Students are welcome to visit the Yoga Hall anytime for meditation, unless any other classes are being held there at that time. Use of the music system in the Yoga Hall or playing music on your own device (allowed only for bhajans or meditative music) is not allowed unless with the permission of the teacher/coordinator.
- 7.4 Yoga Accessories: Students are permitted to use yoga mats, blocks, belts, and any other accessories provided in the Yoga Hall. These items must not be taken outside the Yoga Hall unless directed by the **COURSE** teacher or coordinator.

#### 8. STAY GUIDELINES, MEALS & FACILITIES

- 8.1 Rooms are provided for the express purpose of attending the **COURSE** and are not to be used as hotel/resort accommodation. Room allocation is at Light House's sole discretion.
- 8.2 Except for routine room cleaning, no additional room service is provided. Students are expected to keep rooms and washrooms clean and to use furniture and amenities responsibly. Students are liable for damage to property and shall reimburse Light House for repair or replacement costs.
- 8.3 Meals provided are vegetarian. If you have food allergies or dietary requirements, you must notify Light House in advance and make any necessary additional arrangements. Jain food is not available. Carrying food and beverages to rooms is prohibited.
- 8.4 Turn off electrical appliances when not in use. Seek staff assistance if unsure how to operate any device. Light House is not liable for loss of personal belongings; Students are responsible for their valuables.
- 8.5 Students are welcome to borrow and read any book from our mini library in the dining hall. Do not remove the plastic wrap of the books placed in the section marked as "FOR SALE." Do not carry the books to your room or elsewhere. You are free to visit the dining hall anytime and read them. Do not tamper with or use markers of any sort on the books.

#### 9. PAYMENT, CANCELLATION & REFUND POLICY

#### 9.1 Payment

- 9.1.1 Accepted modes of payment include Net Banking, UPI and Cash (subject to COURSE-specific terms).
- 9.1.2 A seat is confirmed only upon receipt of the required advance/booking amount and subsequent written confirmation by Light House.

#### 9.2 Advance/Booking Amount — Non-Refundable

- 9.2.1 The booking amount is strictly non-refundable.
- 9.2.2 If you cannot attend a scheduled COURSE after registration, you may request to **shift your registration to one of the next two (2) consecutive COURSE sessions**, subject to seat availability, provided that:
  - 9.2.2.1 For an Indian Student, Light House receives written notification more than ten (10)
     days before the COURSE start date.
  - 9.2.2.2 For an NRI/Foreign Student, Light House receives written notification more than twenty-five (25) days before the COURSE start date.

Light House's acceptance of such requests will depend on seat availability.

- 9.2.3 Cancellations made **ten (10) days or less** prior to commencement, in case of an Indian Student, and **twenty-five (25) days or less** for NRI/Foreign Students are treated as **late cancellations**: admission will be cancelled, the booking amount forfeited, and re-enrolment will require payment of a fresh booking amount.
- 9.2.4 The booking amount and admission are **non-transferable**.

#### 9.3 No Refund — Misconduct, False Information or Health-Related Suspension

- 9.3.1 No refund will be provided if you are dismissed for misconduct or for breaching these Terms.
- 9.3.2 No refund will be made where admission is suspended or terminated because information provided by you was untrue, inaccurate or incomplete.
- 9.3.3 No refund will be provided where Light House, acting reasonably, determines that your health is not conducive to participation and prohibits further attendance.

#### 9.4 Action in Case of COURSE Cancellation by Light House

9.4.1 If Light House cancels a COURSE session due to unforeseen circumstances or any other reason, you will be offered the option to join one of the next two (2) consecutive sessions, or another session as decided by the management.

#### 9.5 Withdrawal / No-Show

9.5.1 Withdrawal after commencement of the COURSE, partial attendance, or a no-show will be treated as **cancellation of registration**, and no refund will be provided.

#### 9.6 Refund Processing

- 9.6.1 The booking amount is strictly **non-refundable** and shall not be refunded under any circumstances.
- 9.6.2 Refunds, if applicable (i.e., in cases other than the non-refundable booking amount, such as excess payments, duplicate payments, or refunds expressly approved by management), will be processed using the original payment method (bank transfer/UPI) where feasible.
- 9.6.3 For offline (cash) payments, refunds, if any, will be processed via NEFT or UPI. Please allow up to **four (4) weeks** for processing.

#### 9.7 Final Authority

9.7.1 Management's decision in all matters relating to admission, shifting of registration, cancellation, termination, forfeiture, and refund shall be **final and binding, subject to applicable law.** 

#### 10. VIDEO, FILMING & PHOTOGRAPHY / CONSENT FORM

- 10.1 Light House may photograph, audio record or video record **COURSE**s for promotional, archival and marketing purposes in accordance with the Consent Form (Annex-2).
- 10.2 Students who do not wish to be recorded or photographed for distribution, marketing or promotional purposes must notify Light House in writing prior to participation. Consent may be revoked at any time by written notice to Light House; revocation will be effective from the date of receipt of such notice.
- 10.3 Unauthorized recording, distribution or dissemination of **COURSE** content, teacher talks, or any **COURSE** material by Students or third parties is strictly prohibited. Students shall not reproduce, teach or distribute **COURSE** content to third parties without Light House's prior written consent.

  10.4 The standard Consent Form (Annex-2) shall be incorporated into these Terms and is signed by Students as part of registration.

#### 11. INTELLECTUAL PROPERTY

- 11.1 All **COURSE** content, materials, website content, audio, video, images, teaching materials, logos, trademarks and other content (collectively, "Content") are the exclusive property of Light House or its licensors and are protected by applicable intellectual property laws.
- 11.2 The Content is provided for personal, non-commercial use only. No part of the Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, transmitted, distributed, adapted, edited, compiled, taught, sold, licensed or otherwise exploited for any commercial or non-commercial purpose without Light House's prior written permission.

#### 12. PERSONAL INFORMATION & IDENTIFICATION

- 12.1 As part of registration, Students must provide a government-issued photo identity document (Aadhaar, Passport, Driving Licence, Voter ID, or equivalent) and present the same at check-in.
- 12.2 By registering you consent to Light House's collection and use of your personal data for the purposes of administering the **COURSE**, complying with applicable laws, and communicating **COURSE** details and announcements. Personal information will be handled in accordance with applicable Indian data protection laws and Light House's Privacy Policy.
- 12.3 Light House is committed to reasonable measures to protect personal information but disclaims liability for unauthorized access or loss except as required by law.

#### 13. LIMITATION OF LIABILITY

- 13.1 To the maximum extent permitted by law, Light House, its officers, employees, agents, teachers and representatives shall not be liable for any indirect, incidental, consequential, special or punitive damages, including but not limited to loss of profit, loss of revenue, or loss of data, arising from or connected with your attendance or participation in the **COURSE**.
- 13.2 Notwithstanding anything to the contrary, Light House's total aggregate liability to you for any claim arising out of or relating to these Terms shall be limited to the fees actually paid by you to Light House for the **COURSE** in respect of which such claim arises.
- 13.3 Nothing in these Terms excludes or limits liability that cannot be excluded or limited by applicable law.

#### **14. INDEMNIFICATION**

14.1 To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold

harmless the Indemnified Parties from and against any claims, liabilities, losses, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) your breach of these Terms; (b) your negligence or wilful misconduct; (c) any false or inaccurate information provided by you; or (d) any claim arising from your participation in the **COURSE**.

#### **15. FORCE MAJEURE**

15.1 Light House shall not be liable for any failure or delay in performance resulting from events beyond its reasonable control, including but not limited to acts of God, governmental action, fire, flood, earthquake, war, civil unrest, strikes, epidemics/pandemics, inability to procure materials, or destruction of facilities. In such events Light House may, in its discretion, postpone, reschedule, relocate or cancel **COURSE** without liability beyond the obligation to offer deferment or refund as set out in Clause 9.

#### **16. AMENDMENTS**

16.1 Light House may amend, vary or update these Terms (including the Privacy Policy) at any time. Changes will be posted on Light House's website (www.lighthousekrishna.com) and will become effective upon such publication or upon written communication to registered Students. Continued participation after publication of changes constitutes acceptance of the amended Terms.

#### 17. DISPUTE RESOLUTION & ARBITRATION

- 17.1 The Parties shall attempt in good faith to resolve any dispute arising out of or related to these Terms through negotiations between authorised representatives.
- 17.2 If the dispute is not resolved within ninety (90) working days from the date one Party serves written notice of dispute on the other, either Party may refer the dispute to arbitration under the Arbitration and Conciliation Act, 1996. The Parties shall mutually endeavour to appoint a sole arbitrator within fifteen (15) working days of the referral. If the Parties cannot agree on an arbitrator, an appointment shall be made in accordance with applicable law.
- 17.3 The seat and venue of arbitration shall be Rishikesh, Uttarakhand, India. The language of the arbitration shall be English. The cost of arbitration shall initially be borne by the Party notifying the dispute unless the arbitrator directs otherwise in the award. The arbitrator's award shall be final and binding.

17.4 These Terms shall be governed by the laws of India. Subject to the arbitration clause above, the Courts of Uttarakhand shall have exclusive jurisdiction where judicial intervention is permitted.

#### 18. SEVERABILITY, WAIVER & MISCELLANEOUS

- 18.1 If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
- 18.2 No waiver by Light House of any breach shall be deemed a waiver of any subsequent breach.
- 18.3 Headings are for convenience only and do not affect interpretation.

#### 19. CONSENT, ACCEPTANCE & SIGNATURE

By registering and making payment, you confirm that you have read, understood and accept these Terms and Conditions in full and agree to be legally bound thereby. You also confirm that you have read and signed (or will sign on arrival) the Consent Form (Annex-2) relating to photography, video and audio recordings.

#### **ANNEX-2: CONSENT FORM**

VIDEO, FILMING AND PHOTOGRAPHY CONSENT FORM

I, the undersigned, hereby grant my explicit consent to Light House the right to use my photographed image, videotape and sound of my voice as recorded on audio, taken during the entire duration of the **COURSE**, without any monetary or other consideration.

I understand that solely for the purpose of promotional and marketing of **COURSE** and other programs of Light House, my image/video may be edited, copied, exhibited, published, or distributed, and I waive the right to inspect or approve the finished product wherein my likeness appears. Light House may use the photograph/video in publications or other media material produced, used or contracted by Light House including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.

I further understand that I have the right to revoke this consent at any time, subject to prior notification to Light House in writing. Such revocation shall be effective from the date of receipt by Light House.

I acknowledge that I have completely read and fully understood this Consent Form and agree to be bound thereby. I hereby release, defend, hold harmless and indemnify Light House from any and all claims involving the use of my photograph, video, or likeness.

I acknowledge that I have completely read, fully understood and voluntarily accepted to comply with the above Terms And Conditions and agree to be fully bound thereby.