Nirlep MyWinterRecipe Contest

Following are the terms & conditions ("Terms") of the 'MyWinterRecipe Contest' ("Contest") conducted by Bajaj Electricals Limited ("Company") through its social media presence for the brand Nirlep ("Brand") on Facebook, Instagram and Twitter. The said Terms are also made available on our website https://www.bajajelectricals.com/terms-and-conditions/

- 1. <u>Eligibility:</u> In order to participate in the Contest, a participant should:
 - a. Be of 18 years of age
 - b. Resident of India
 - c. she/he is of sound mind.

No entry fee or purchase of the Company's product is required for participating in this Contest.

A person shall be considered a "Participant" to this Contest once he/she has fulfilled the aforesaid Eligibility Criteria and further conditions set out hereinafter. However, it is clarified that directors, employees, dealers, distributors, agents, vendors, representatives, business associates of the Company and/or their family members and/or anyone else connected in any manner with the Offer, shall not be eligible to avail the benefits of the Offer.

2. <u>Disqualification:</u>

The Company reserves the right to disqualify any participation entry from the Contest-

- a. if it has been done from fake Facebook/Instagram/Twitter account; and/or
- b. if it doesn't meet the parameters of valid participation entry; and/or
- c. if it contains profanity, obscene content or spamming; and/or
- d. if it contains material that violates, misappropriates, or infringes upon privacy of the third party; and/or
- e. if it contains material that is unlawful, in violation of or contrary to the laws or regulations; and/or
- f. if it contains material that promotes bigotry, racism and hatred or hurts sentiments of any group or individual or in any way promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and/or
- g. if it disparages any person or entity; and/or
- h. if it lacks sophistication and/or is copied; and/or
- i. if it is late and/or incomplete; and/or
- j. for any other reason considered appropriate by the Company.

In the event that an entry is objected for its content by the person mentioned in the entry, the said entry shall be treated as null and void and be disqualified from the contest. The participant shall submit entries containing genuine information and the Company may request for details of the person mentioned in the entry for ensuring authenticity of the shared information. The Company's decision in respect of all matters to do with the Contest will be final and binding on the participants and no correspondence will be entertained with respect thereto.

- 3. Acceptance of Terms: By participating in the Contest, the Participant deemed to have accepted these Terms.
- 4. <u>Duration:</u> The Contest will begin on 3rd December 2019 and end on 25th December 2019. No participation entries will be permitted/accepted after the end of the scheduled time.

5. Submission of Participation Entries:

- a. For participating in the Contest, the participant is required to upload his/her own recipe along with a picture of the final product on the Company's "Facebook" page https://www.facebook.com/Nirlep.HealthyCooking/?ref=bookmarks or "Instagram" page https://www.instagram.com/nirlep_cookware/ with # MyWinterRecipe
- b. Everyone shall be entitled to submit only one participation entry.
- c. Entry will be valid only if the participant has liked the Nirlep page.

6. Prizes:

- a. On closure of the Contest, four (4) participants will be selected as the winners ("Winner"), who will have the chance to feature on the blog of the Company ("Prize"). The said Prize will be subject to the terms and conditions attached thereto.
- b. The Winner of this Contest will be announced on the Company's "Facebook" or "Instagram" page or "Twitter" handle, on 30th December 2019 and will also be notified on his/her email ID and/or phone number along with the details of the prize.

- c. The Winner will be required to provide the copies of valid proof of identification, proof of address and such other details as per communication sent by the Company. In the event of discrepancy in the said documents, such winners will be disqualified and will become ineligible to claim the prize.
- d. The Company shall share the draft of the blog on which the Winner is featured with the said Winner to seek his/her inputs. If any changes are suggested by the Winner, the Company may consider making such changes, but shall not be under any obligation to do so. However, if the Company does not get any feedback from the Winner within 7 days, the Company shall be at liberty to publish the blog.
- e. If the Winner does not wish to get featured on the Blog of the Company, it shall intimate the Company of the same. The Company may, in its sole discretion, substitute the Prize with any other gift/prize. However, it is made abundantly clear that the Company shall be under no obligation to substitute the prize.
- f. The prizes are non-transferable and no cash alternate to the prizes will be Contested.
- 7. <u>Intellectual Property Rights:</u> The participant must be the sole owner of the intellectual property rights in the participating entries. However, by participating in the Contest, the participant agrees and grants the Company (and any third party authorized by the Company) the right to edit, adapt, use, reproduce, publish, display, transmit, copy, amend, store and broadcast in any media now known or hereafter discovered (including but not limited to the World Wide Web), the participant's name, photograph, entry (images/ narratives) and likeness, without limitation, for any advertising promotional purposes or otherwise, without any compensation to the participant and/or his/her successors and assigns. Participation in this Contest would constitute Participant's irrevocable assignment and transfer to the Company of the foregoing rights.
- 8. <u>Termination:</u> The Company reserves the right to cancel the Contest and/or amend the Terms without notice. Any changes to the Terms, or cancellation of the Contest, will be posted on the Company's Website and it will be the responsibility of the participants to keep themselves apprised of the same.
- 9. No person shall be entitled to use the Company's logo, brand name, word mark or trademarks to promote any products and/or for any reason whatsoever on Facebook platform/Instagram/Twitter and/or any other platform, without the prior written permission from the Company.
- 10. The Company will not be responsible for the contents of the participants' entries. The Company absolves itself from any and all claims and/or liabilities (if any) arising out of the contents of the participants' entries and/or any act/ conduct on their part.
- 11. These Contest are not sponsored, endorsed, administered, directed, or affiliated in any way by Facebook/Instagram/Twitter. However, by using and interacting through Facebook/Instagram/Twitter platform the participants will be bound by the terms, conditions and policies of Facebook/Instagram/Twitter including privacy and data gathering practices.
- 12. The Company shall not be responsible for loss, damage, personal injury or death caused to the Participant on account of availing of any of the Contest benefit.
- 13. Any costs incidental to or arising from or connected with the Contest shall be the responsibility of the Participant and Company shall not be responsible or liable for the same.
- 14. Any attempt to cause damage to or the interference with the website of the Company shall entitle the Company to seek remedy available under the applicable laws.
- 15. The Company shall not be liable for any failure or delay in performance under this Terms or loss or damage caused there by, to the extent such failures or delays are in the nature of acts beyond their reasonable control including the Acts of God viz floods, fires, earthquakes etc., wars, riots, acts of governments occurring without their fault or negligence or the effects of which persist despite reasonable efforts undertaken by them to perform to mitigate the effects.
- 16. The Company shall not be liable to the Participant or any other person or entity for any special, incidental, or consequential damages (including without limitation any relating to lost profits) arising out of use, or disposition of the Prize products.
- 17. The Company accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise attributable to any person or party. The Company shall not liable for any consequences of Participant error including Illegible / incomplete / invalid / wrongly submitted claims/entries and claims in respect thereof.
- 18. Participant has entered into this Contest out of her/his free will and there is no compulsion or coercion, or undue influence exerted upon her/him to participate in the Contest or agree the Terms.

- 19. The Participant shall comply with the Terms of the Contest and as a consideration of being considered for the Contest undertakes to indemnify and hold harmless the Company, their directors, officers, employees, agents, affiliates and suppliers from and against any and all liability, loss, claim and expense (including reasonable legal fees) whatsoever arising directly or indirectly from breach of the Terms of the Contest.
- 20. This Contest and the Terms shall be governed by the laws of India. Any and all disputes, controversies and conflicts (including non-contractual disputes or claims) ("Disputes") arising out of or connected with this Contest shall be referred to the Arbitration. One arbitrator shall be appointed by the Winner and one shall be appointed by the Company and the third arbitrator shall be appointed by the arbitrator appointed by the Winner and the Company. The seat and venue of arbitration shall be Mumbai. The Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to the Terms and Contest. Subject to local laws, the Participant waives his/her right to proceed against the Company in respect of the Contest before the consumer courts / fora / tribunals as he/she has not paid for the Contest and is thus not a consumer.
- 21. In the event, the Contest is termed as void due to introduction of any new legislation or by amendment of existing legislation or by judicial orders, the Company shall not be liable to distribute any Prizes or any compensation in lieu thereof to the Participant.
- 22. The Participant participating in this Contest would deemed to have been waived the 'Do not Disturb' status ("DND") on his / her registered mobile number and also agrees to receive details and information (if any) about this Contest and any other or future Contests / updates from the Company from time to time on his/her registered mobile number, through SMS or voice calls, during the subsistence of Contest.
- 23. The Company reserves its right to amend the terms of the Contest and/or extend the validity period and/or cancel/ discontinue the Contest or any part thereof without giving any reasons or a prior notice therefor. Such changes shall be updated on the websites and it shall be the responsibility of the Participant to check for the updates on the websites from time to time.
- 24. As a pre-condition to and in consideration of participation in the Contest, the Participant permits the the Company to use the personally identifiable details (including complete name, photographs, contact details, other documents uploaded for Registration etc.) for execution of this Contest, the promotion of the Contest, promotion of the brand Nirlep and the products. Participant shall have the right to seek revision of data and documents submitted and request removal of the data after execution of the Contest by writing to the email ID support@bajajelectricals.com.
- 25. For any queries pertaining to the Contest, the Participant are required to write to the Company at support@bajajelectricals.com or call at 022 4128 0000. between 10:00 am to 6:00 pm from Monday-Friday excluding public holidays and bank holidays.

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