

BAJAJ ELECTRICALS LIMITED: Onam Social Media Contest 2023

Following terms and conditions (“Terms”) are applicable for a limited period commencing from 23rd Aug, 2023 to 30th Aug, 2023 that shall govern ‘Bajaj: Onam Day Social Media Contest 2023 (“Contest”) to be followed by the Participants of the Contest organized by Bajaj Electricals Limited (“Company”). The Terms are as follows:

1. Eligibility: In order to participate in the Contest, a participant should:
 - a. be a resident of India;
 - b. be of 18 years of age;
 - c. be 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.

2. By participating in this Contest, the Participant is deemed to have accepted these Terms and shall abide by them out of their free will, consent and there is no compulsion or coercion, or undue influence exerted upon her/him to participate in the Contest or agree to these Terms. The participation shall not be valid or applicable in the event the Terms are not adhered to. In this Contest, there will be 3 (three) winners who stand a chance for winning the prize. A Participant are required to give the correct/relevant answer and follow the criteria set out in pointer no.5.
3. The said Terms are also made available on our website www.bajajelectricals.com/terms-and-conditions/2023 (“Website”).
4. The Contest is open during the period commencing from 23rd Aug, 2023 to 30th Aug, 2023 on social media platform (i.e. Instagram). The above said dates imply validity of the Contest participation period.
5. Steps to take part in this Contest:
 1. Prepare your cherished Sadhya delicacy
 2. Click a picture of you with your finished dish
 3. Upload the picture on your feed, mentioning in the caption why this dish is special to you and how it shows your endless festive spirit
 4. Tag @bajajelectricals_ltd and use the hashtag #BuiltForNirththaatheCelebrations
 5. Make sure you are following the page and your account is public

6. Follow the above steps and the Participant may win an amazing gift as mentioned below, if chosen by the Company.
7. The Company shall at its sole discretion choose 3 (Three) winners from the Participants. The Participants will be judged basis the below mentioned criteria by the Company:
 - i. Quality of image shared
 - ii. The image conveying the smile of the mother
 - iii. The caption/message that best explains why the dish is special to the participant and how it shows their endless festive spirit
 - iv. All the steps of the Contest have been followed
8. All 3 winners will be gratified with the Company's Mixer Grinders
9. Post announcing the 3 winners on Instagram; they will be receiving the product within 30-45 working days.
10. The Participants can't apply to the Contest offline, it should be an online participation on specified social media applications i.e. Instagram.
11. This Contest is valid PAN INDIA.
12. Contest is non-transferable and is subject to availability of stocks.
13. Prize shall be free of cost and no additional amount will be paid by the Participant.
14. The product images shown in the Contest document are only for representation purpose and the actual design/ color/size of the same may vary.
15. The benefits under this Contest cannot be availed / clubbed along with any other contest/scheme by the Company.
16. The Company shall not be responsible for any loss, damage, personal injury or death caused to the Participant on account of availing of the prize if considered as one of the three eligible winners.
17. 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 of a sole arbitrator to be appointed by the Company whose decision shall be final and binding. 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.

18. 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.
19. The Company shall not be liable for any failure or delay in performance under these 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, pandemic, epidemic, government restrictions, change in applicable laws, 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.
20. Under no circumstance, shall the Company and/or its promoters, shareholders, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives be liable for any indirect, special, incidental, punitive or consequential damages (including without limitation any relating to lost profits), arising out of or in connection with this Contest. In any event, the Company's aggregate liability under the Terms/Contest shall be limited to INR 5,000/- (Rupees Five thousand only).
21. The Participants should not use the Company's intellectual property rights, in any manner whatsoever. The Company, by launching this Contest is not, in anyway whatsoever, advertising/promoting their products or services or soliciting the Participants to buy Company's products. The members of public may withdraw from the Contest and/or not participate, if they think otherwise. The Contest does not solicit any form of gambling. The game is purely for entertainment purposes and does not involve any stake and is purely a 'game of skill'.
22. 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 in any manner whatsoever.
23. The Company is not responsible for any errors or omissions. All information provided in relation to the Contest is provided "as is". The Company makes no representations and disclaims all express, implied and statutory warranties of any kind to the Participants including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness of the Products for any particular purpose.
24. The Company reserves its sole and discretionary 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. Such changes shall be updated on the Website and it shall be the responsibility of the Participant to check for the updates on the Website from time to time.

25. 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.
26. As a pre-condition to the Contest, the Participant permits 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 brands of the Company. This shall be governed by the privacy policy of the Company as provided on the Website.
27. If any provision(s) of these Terms becomes illegal/unenforceable under law then, the same shall be considered severable to the extent of such illegality/unenforceability without affecting the validity of the remaining provisions of these Terms.
28. No waiver of any rights by the Company will be taken as a waiver of any other rights it may have. For instance, if the Company waives its right to object to a particular breach of these Terms by a Participant, it does not prevent the Company from objecting to any other breaches by that Participant or any other Participant.
29. These Terms do not infer to create any relationship, fiduciary or otherwise, between any Participant and the Company. As such, the Company and each Participant shall be and act as independent of the other and shall not bind nor attempt to bind the other to any contract.
30. 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 continue the Contest and/or provide for any compensation in lieu thereof to the Participant. In such event the Company at its sole discretion reserves the right to either amend and/or cancel the Contest.
31. The Participant(s) undertake to indemnify and keep the Company harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by the Company, its directors, management, employees, representatives, promoters, shareholders as a consequence of (i) violation of Terms by the Participant; (ii) violation of applicable laws by Participant; (iii) any action or inaction resulting in willful misconduct or negligence on Participant's part.
32. This document is an electronic record in terms of Information Technology Act, 2000, and the rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
33. 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 be liable for any consequences of Participant error including

ineligible / incomplete / invalid / wrongly submitted claims/entries and claims in respect thereof.

34. The Participant participating in the Contest would be 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 / contests from the Company from time to time on his/her registered mobile number, through SMS or voice calls.
35. 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. 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.
36. This Contest and these Terms shall be governed by the laws of India. The Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to these Terms and the Contest.
37. The Company, in its sole discretion, reserves the right to disqualify the Participant from the Contest and/or the benefits of this Contest, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said Contest including such other acts as be prejudicial to the Company interest.