

TERMS & CONDITIONS

Terms and conditions of a limited period Bajaj LED Bulb Mobikwik Consumer Offer (“Offer”) for the consumers of Bajaj Electricals Limited (“Company”) are as follows:

1. This Offer is operational Pan India, on the purchases of any “Bajaj” branded LED Bulb (“Product”) and shall be valid from 1st October, 2017 to 31st March 2018. (“Offer Period”).
2. The Offer is made by the Company and operated in association with One MobiKwik System Private Limited (“MobiKwik”) (collectively referred to as the “Organizer”).
3. The Offer is governed by these terms and conditions posted on the Company’s website (<http://www.bajajelectricals.com/terms-and-conditions>) and the terms and conditions posted on MobiKwik website (<https://www.mobikwik.com/termsandconditions>) including MobiKwik’s Privacy Policy (<https://www.mobikwik.com/privacypolicy>), Refund Policy (<https://www.mobikwik.com/refundpolicy>) and Grievance Policy (<https://www.mobikwik.com/grievancepolicy>) (the terms and conditions posted on the website of the Organizers are collectively referred to as “Terms”). The Organizers reserves the right to amend any and all Terms without notice, which will be posted on their respective website. It will be responsibility of the consumers to keep themselves apprised of the same.
4. The Organizers reserves the right to cancel, change or substitute the Offer at any time without any notice.
5. The directors, employees, dealers, distributors, agents, vendors, representatives, business associates of the Organizers and/or their family members and/or anyone else connected in any manner with the Offer or helping to organize the Offer, shall not be eligible to participate in the Offer.
6. The consumer buying the Product will be entitled to earn MobiKwik cash of Rs. 5/- Rs. 10/- or Rs. 15/- or Rs. 20/- ₹ 25/- in his/her MobiKwik Wallet (“Benefit”), which entitlement will differ on the basis of the pricing of the Product.
7. Steps to earn MobiKwik cash:
 - a. The consumer is required to scratch the surface of the sticker pasted under the flap of the product packaging to find MobiKwik voucher code (“Code”).
 - b. By giving a missed call on 9029059700, the consumer will get SMS with a link to download the MobiKwik App.

- c. On downloading the MobiKwik App on mobile, the consumer should sign in to the MobiKwik App and Select Menu → Option → Redeem Voucher → Enter Code → Redeem.
 - d. On completion of the aforesaid process, Mobikwik cash/ Benefit of appropriate denomination will be added to the consumer's MobiKwik Wallet within 24 hours.
 - e. The consumer can transact through MobiKwik to use the Mobikwik cash/ Benefit credited for mobile recharge/ bill payment/ shopping etc. to the tune of Benefit amount or the consumer's actual Mobikwik Wallet balance, as the case may be.
 - f. The Code is valid only for the Offer Period and is redeemable only once.
 - g. The consumer cannot redeem more than two (2) Codes from one Mobikwik account.
8. The consumer should sign in to the Mobikwik App by registering his/her mobile number either before redeeming the Code or within 24 hours from the time of redeeming the Code, as failure to do so will result in forgoing the cash back.
 9. Participating and availing the Benefit under this Offer is purely voluntary and optional for the consumer. However, by participating to avail Benefit of this Offer, the consumer will be deemed to have accepted the Terms.
 10. The Benefit under this Offer cannot be availed along with any other offer/ scheme by the Company in respect of the Product.
 11. In case of any conflict between the Terms on the website and the terms and conditions printed on the packaging/ carton of the Product, the Terms on the website shall prevail.
 12. The Benefit under this Offer is non-transferrable, non-refundable and no physical cash payment will be made in lieu thereof. The Organizers reserves the right to call upon the consumer to submit any document for verification of identity at its sole discretion.
 13. The Organizers will not be liable for any delay in redemption of the Code by the consumer and/or credit of the Benefit in the consumer's account.
 14. The Organizers will not be responsible for any tampering of the sticker covering the Code. At the time of purchasing the Product and before leaving the outlet/ shop of the retailer, the consumer is required to verify the Sticker on the back of flap of the packaging. In the event of any tampering of the sticker, noticed by the consumer he/she should return the packaged Product immediately to the retailer and ask for another pack in which the sticker for the Code is not tampered. However, once the consumer leaves the outlet/ shop of the retailer, the retailer

will not be liable to take back/ replace the Products on account of tampering of the sticker for the Code.

15. In case of non-printing of the Code on the Product packaging to which the Offer applies, the liability of the Organizers will be limited to replacement of the said Product with the Product having the valid Code on its packaging and the same will be subject to the Terms. The aggrieved consumer will not be entitled to any monetary or other compensation.
16. The Organizers may require the consumers to participate in promotional activities (such as publicity and photography) without any compensation and the consumer consents to the use of his/her name, photograph, audio-visual recording, portrait, picture, voice, likeness and biographical information for media coverage, news or information and for advertising or promotional purposes in any media for an unlimited period without remuneration. The foregoing license shall survive any termination or expiration of this Offer.
17. The consumer participating in this Offer for availing the Benefit, would deemed to have been waived the 'Do not Disturb' status ("DND").
18. All customer related queries for this Offer can be addressed on www.mobikwik.com/help
19. The Organizers do not accept responsibility for any tax implications that may arise for the consumer from the Offer. The consumers will have to bear incidental costs (if any) that may arise as an effect of redemption of the Code.
20. The Organizers accepts no responsibility for any damage, loss, injury or disappointment of any kind suffered by the consumers by availing the Offer/ Benefit.
21. By availing the Offer/ Benefit, the consumer releases, discharges, indemnifies, and holds harmless the Organizers, its affiliates, and their respective officers, directors, employees, agents and representatives from any and all liability, loss, harm, injury, damage, cost and expense whatsoever arising directly or indirectly from availing the Offer/ Benefit.
22. The Organizers will not be liable for any loss or damage due to act of God, Governmental actions and/or other force majeure circumstances, and will not be liable to pay any amount as compensation or otherwise for any such loss.
23. The Organizers will not be responsible for downtime on the mobile App and related services, caused due to technicalities (like failure of hardware equipment, configuration issue, network congestion), or due to decisions/changes in

regulations that are carried out by Telephone Regulatory Authority of India, Reserve Bank of India, Department of Telecommunication or any other statutory/regulatory authority.

24. Any attempt by the consumers and/or other individuals to deliberately sabotage/ damage the website/ App or using any mechanical system/software to send random multiple entries of the Code or undermine the legitimate operation of this Offer including but not limited to false/ incorrect/ misleading/ fraudulent information/ documentation/ claims, shall be deemed as violation of the applicable civil and criminal laws. Should such an attempt be made, the Organizers reserve the right to seek remedies and damages from any such individual, as may be permitted by law. Also, the entries/claims of such consumers or other individuals would be cancelled without any communication to that effect.
25. The consumers shall comply with the Terms and waive any right to claim any benefit out of ambiguity in the Terms and release, indemnify and hold harmless the Organizers and its respective affiliates and their respective officers, directors, employees, agents and representatives from and against any and all liability, loss, injury, damage, claim, cost and expense whatsoever arising directly or indirectly from the Offer.
26. For availing the Offer, internet connection is a must and charges may apply in accordance with the data plan selected by the consumer from the respective mobile service provider. It is preferable to use the Wi-Fi connection.
27. In the event, the Offer is termed as void due to introduction of new legislation or prohibition imposed by an amendment to the existing legislation or by judicial orders, the Organizers shall not be liable to award the Benefit or any monetary/ non-monetary compensation in lieu thereof to the consumers.
28. For any queries/ grievances pertaining to the redemption of the Code, the consumers are required to follow the procedure set out on the website of Mobikwik under the head Grievance Policy (<https://www.mobikwik.com/grievancepolicy>).
29. The Offer 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 this Offer shall be referred for the Arbitration of a Sole Arbitrator to be appointed by the Organizers whose decision shall be final and binding on all. The place of arbitration shall be Mumbai. The Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to the Offer.

