

Bajaj #ShineOnBeliebers Sing-It-Out Contest

Terms & Conditions ("Terms") of 'Bajaj #ShineOnBeliebers Sing-It-Out Contest' ("Contest") conducted by **Bajaj Electricals Limited** ("Company") through its social media presence on "Facebook" and "Twitter".

A. Eligibility:

1. The Contest is open only for Indian citizens residing in India and above 18 years of age.
2. The 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 Contest or helping to set up the Contest, shall not be eligible to participate in the Contest.
3. No entry fee or purchase of the Company's product is required for participating in this Contest.
4. 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 (<http://bajajelectricals.com/tnc>) and it will be the responsibility of the participants to keep themselves apprised of the same.
5. The Company reserves the right to disqualify any participation entry from the Contest-
 - a. if it has been done from fake Facebook and Twitter account; and/or
 - b. if it contains profanity, obscene content or spamming; and/or
 - c. if it contains material that violates, misappropriates, or infringes upon privacy of the third party; and/or
 - d. if it contains material that is unlawful, in violation of or contrary to the laws or regulations; and/or
 - e. 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
 - f. if it disparages any person or entity; and/or
 - g. if it lacks sophistication and/or is copied; and/or
 - h. for any other reason considered appropriate by the Company.
6. 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.
7. Participation in the Contest will be deemed as acceptance of these Terms and the same shall be legally binding on the participant.

B. Submission of Participation Entries:

1. For participating in this Contest, the participant is required to upload his/her video with three (3) of his/her friends beside each other in one frame and singing one line each of a Justin Bieber song to complete a stanza/ part of a song, on the Company's "Facebook" page (<https://www.facebook.com/BajajElectricals>), "Twitter" handle (<https://twitter.com/BajajElectrical>) with #ShineOnBeliebers.
2. Each individual shall be entitled to submit multiple participation entries.
3. The Contest shall begin on 29th April, 2017 @ 4:00 p.m. (IST) and end on 3rd May, 2017 at 05:00 pm (IST). No participation entries will be permitted/ accepted after the end of scheduled time.
4. On closure of the Contest, twenty five (25) participating entries will be chosen as winners by the Company from the valid participation entries.

C. Prizes

1. Each winning entry will be awarded with four (4) Entry Passes/ Tickets for '2017 Justin Bieber Purpose World Tour, India Event' ("Event") to be held on 10th May, 2017 at D.Y. Patil Stadium, Mumbai.
2. The winning entries of this Contest will be announced on the Company's "Facebook" page and "Twitter" handle, on 4th May, 2017 and will also be notified on their respective email IDs.

3. On receipt of the communication email as stated in Sr. No. 2, the winners shall be required to provide their proof of identity, proof of address and any other document as may be required and specified by the Company in the said email, within two (2) days from the date thereof.
4. The prizes will be delivered to the winners at their respective Email IDs within two (2) days from the date of receipt of the valid documents specified at Sr. No. 3 above.
5. If the winner cannot be contacted and/or fails to comply with the requirements specified at Sr. No. 3 and/or is identified as minor, then he/she shall be deemed to have waived the claim to the prize and upon which, without any further notice, the prize will be forfeited.
6. The winners acknowledge that the Company shall not be liable or responsible if the Event and/or is cancelled, varied, or rescheduled for any reason.
7. If the winners and/or any accompanying guests cannot attend the Event for any reason, then the Company shall be under no obligation to provide any cash or alternative entry passes for the same.
8. The expenses incurred by the winners to attend the Event (including but not limited to travelling expenses) shall be borne by the winners and the Company shall not be liable to reimburse to the winners any expenses/ charges/ costs whatsoever under any circumstances.

D. Intellectual Property Rights:

1. The participant shall retain ownership rights in the participation entry. However, by participating in the Contest, the participant agrees and grants the Company (and any third party authorised 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 parents/ guardian, successors and assigns. Participation in this Contest would constitute Participant's irrevocable assignment and transfer to the Company of the foregoing rights.
2. 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/ Twitter platform and/or any other platform, without the prior written permission from the Company.

E. Liability

1. 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.
2. The Company accepts no responsibility for any damage, loss, injury or disappointment of any kind suffered by any participant by entering in the Contest, including but not limited to a result of any participant winning or not winning any prize.
3. By participating in this Contest, the participants and/or their parents release, discharge, indemnify, and hold harmless the Company, 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 participation in the Contest.
4. In the event, the Contest 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 Company shall not be liable to award the prizes or any monetary/ non-monetary compensation in lieu thereof to the participants.
5. Any attempt by the participants or other individuals to deliberately damage any website or page or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, shall be deemed as violation of applicable civil and criminal laws. Should such an attempt be made, the Company reserves the right to seek remedies and damages from any such individual, as may be permitted by law.
6. The Company shall not be held responsible to verify the identity of the winners. No claims/ queries in respect of the same shall be entertained. In case of any doubts/ queries with respect to the same, the Company may, without providing any notice and reason, disqualify the winners.

7. The presence of a minor without parents/ guardian at the Event shall tantamount to the parents'/ guardian's consent to the minor's attending the Event. The parents/ guardian shall be responsible for the minor's actions.
8. The winners shall voluntarily assume all risks and dangers incidental to the Event, whether occurring before, during or after the Event, and they hereby waive any claims for loss, damage, personal injury or death against the Company, the management of the Company, any agent of the Company, the performing artist(s), and all of their respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of the winners.

F. Force Majeure:

This Contest is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of the Company. In case of force majeure conditions, no liability in whatsoever manner shall fall upon the Company.

G. Governing Law and Jurisdiction:

The Contest and the Terms will be governed by the laws of India and any disputes (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of Mumbai.

H. Disclaimer

This Contest is not sponsored, endorsed, administered, directed, or affiliated in any way by Facebook and Twitter. However, by using and interacting through Facebook page and Twitter handle the participants will be bound by the terms, conditions and policies of Facebook and Twitter, including privacy and data gathering practices.