

# Bajaj Super Fan Contest T&C's

Terms & Conditions ("Terms") of 'Bajaj Super Fan Contest' ("Contest") conducted by **Bajaj Electricals Limited** ("Company") through its social media presence on "Facebook", "Instagram" and "Twitter" handle.

## A. Eligibility:

1. The Contest is open only for adult Individual Indian citizens residing in Mumbai and surrounding areas on Harbour Line (upto Panvel), on Central Line (upto Kasara & Karjat), and on Western Line (upto Dahanu).
2. The employees 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 and/or no purchase of the Company's product 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 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/ Instagram/ Twitter accounts; 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
  - 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 the Terms.

## B. Submission of Participation Entries:

1. For participating in this Contest, the participant is required to upload a video (duration of which shall not exceed 1 minute and 30 seconds) showcasing that he/she is the biggest fan of the famous singer Sukhwinder Singh, on the Company's "Facebook" page ( <https://www.facebook.com/BajajElectricals> ), "Instagram" page ( [https://www.instagram.com/bajajelectricals\\_ltd](https://www.instagram.com/bajajelectricals_ltd) ) and "Twitter" handle ( <https://twitter.com/BajajElectrical> ) with #BajajSuperFan.
2. Each individual shall be entitled to submit only one participation entry.
3. The Contest shall begin on 3rd February, 2017 at 9.00 a.m. (IST) and end on 10th February, 2017 at 11.59 pm (IST). No participation entries will be permitted/ accepted after the end of scheduled time.
4. On closure of the Contest, one winner will be chosen by the Company from the valid participation entries.

## C. Prizes

1. The Contest prize consists of a Guitar autographed by Sukhwinder Singh.
2. The winner of this Contest will be announced on the Company's "Facebook" page, "Instagram" page, and "Twitter" handle on 11th February, 2017 and will also be notified on his/her respective email ID and mobile number.

3. The prize will be handed over to the winner on 12th February, 2017 at Kala Ghoda Festival during 'Sukhwinder Singh Concert' and the time for the same will be communicated to the winner on 11th February, 2017.
4. The prize is non-transferable and no cash alternate to the prize will be offered. The prize will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, either express or implied, and all such warranties, including, but without limitation, the implied warranties of merchantability or fitness for a particular purpose.
5. The Company reserves the right to substitute the prize with another prize of equivalent value without giving notice.
6. If the winner cannot be contacted or does not come forward to claim the prize on 12th February, 2017, then the winner shall lose the right to claim the prize.
7. If for some unforeseen event (force majeure) the 'Sukhwinder Singh Concert' is not conducted in Kala Ghoda Art Festival, the Company will hand over the prize to the winner and the venue and time for the same will be notified on his/her respective Email ID and mobile number.
8. The expenses incurred by the winner to claim the prize (including but not limited to travelling expenses) shall be borne by the winner and the Company shall not be liable to reimburse to the winner any expenses/ charges/ costs whatsoever.

#### **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/ illustrations/ 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.
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 and/or unauthorized access to and/or alteration of the participation 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 as a result of any participant winning or not winning any prize.
3. By participating in this Contest, the participants releases, discharges, indemnifies, and holds 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 prize or any 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.

**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, Instagram or Twitter. However, by using and interacting through Facebook, Instagram and Twitter platform the participants will be bound by the terms, conditions and policies of Facebook, Instagram or Twitter, including privacy and data gathering practices.