

## Bajaj Wishing Tree Contest

Terms & Conditions (“Terms”) of ‘Bajaj Wishing Tree 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 above 18 years of age and residing in **Nagpur**.
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/ 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.

## **B. Submission of Participation Entries:**

1. For participating in this Contest, the participant is required to upload his/ her photograph with Bajaj Wishing Tree at the 'World Orange Festival 2017, Nagpur' with brief words on his/ her wish/ idea/ suggestion for energy conservation, on the Company's 'Facebook' page (<https://www.facebook.com/BajajElectricals>) and 'Twitter' handle (<https://twitter.com/BajajElectrical>) with #thebrighterside.
2. Each individual shall be entitled to submit only one participation entry.
3. The Contest shall begin on 16<sup>th</sup> December, 2017 at 11.00 a.m. (IST) and end on 18<sup>th</sup> December, 2017 at 11.59 pm (IST). No participation entries will be permitted/ accepted after the end of scheduled time.

## **C. Prizes:**

1. On closure of the Contest, three (3) participants will be chosen as winners by the Company from the valid participation entries. Each winner shall get one (1) Bajaj Juicer as prize.
2. The winners of this Contest will be announced on the Company's 'Facebook' page and 'Twitter' handle, on 21<sup>st</sup> December, 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 seven (7) days from the date thereof.
4. The prizes will be delivered to the winners at their respective addresses within thirty (30) days from the date of receipt of the valid documents specified at Sr. No. 3.
5. If the winner cannot be contacted and/or fails to comply with the requirements at Sr. No. 3 and/or declines/fails to take delivery of the prize, 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 prizes are non-transferable and no cash alternate to the prizes will be offered.
7. Other than the limited warranty that the Company provides in respect of its products, the prizes will be awarded by the Company without any other warranties, either express or implied.

8. The Company reserves the right to substitute any prize with another of equivalent value without giving notice.

**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 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 and 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 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 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.

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