

## Bajaj #IndiansWhoShine Campaign Contest

Terms & Conditions (“Terms”) of the contest held under ‘#IndiansWhoShine Campaign’ (“Contest”) conducted by **Bajaj Electricals Limited** (“Company”) through its social media presence on Facebook/Instagram/Twitter.

### A. Eligibility:

1. The Contest is open only for Indian citizens residing in India and above 18 years of age.
2. The dealers, distributors, agents, vendors, representatives, contractors, 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 (<https://www.bajajelectricals.com/terms-and-conditions>) 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/Instagram/Twitter account; and/or
  - b. if it doesn’t meet the parameters of valid participation entry; and/or
  - c. if it contains profanity, obscene content or spamming; and/or
  - d. if it contains material that violates, misappropriates, or infringes upon privacy of the third party; and/or
  - e. if it contains material that is unlawful, in violation of or contrary to the laws or regulations; and/or
  - f. 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
  - g. if it disparages any person or entity; and/or
  - h. if it lacks sophistication and/or is copied; and/or
  - i. if it is late and/or incomplete; and/or
  - j. 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:

- a. For participating in the Contest, the participants are required to comment/tweet with the story on the **Call for Entries post**, posted by the Company under the #IndiansWhoShine on/through its Facebook page/Instagram Page/Twitter account and use the hashtag #IndiansWhoShine along with the story to qualify.
- b. Each individual shall be entitled to submit only one participation entry.
- c. The participant shall submit entries containing genuine information and the Company may request for details of the person mentioned in the entry for ensuring authenticity of the shared information.

- d. In the event that an entry is objected for its content by the person mentioned in the entry, the said entry shall be treated as null and void and be disqualified from the contest.
- e. The Contest shall begin on 29<sup>th</sup> November 2018 at 5:00 pm (IST) and end on 5<sup>th</sup> December 2018 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 giving best submission will be selected by the Company as winners, who will receive discount coupon worth Rs. 500 on purchase of Rs. 1,000 and above, redeemable on <https://shop.bajajelectricals.com>. The selection of three (3) participants shall be done from the combined list of entries received by the Company through its Facebook page, Instagram page and Twitter account.
2. The said discount coupons offered as prizes will be subject to the terms and conditions attached thereto.
3. The winner of this Contest will be announced on/through the Company's "Facebook" page/Instagram page/Twitter account, on 4<sup>th</sup> December, 2018 and will also be notified on his/her email ID and/or phone number along with the details of the prize.
4. The winners will be required to provide the copies of valid proof of identification, proof of address and such other details as per communication sent by the Company. In the event of discrepancy in the said documents, such winners will be disqualified and will become ineligible to claim the prize.
5. If the winner fails to redeem the prize within its validity period mentioned therewith, it will lapse, without any obligation on the Company to renew/ reissue the same.
6. The prizes are non-transferable and no cash alternate to the prizes will be offered.
7. The Company reserves the right to substitute any prize with another without giving notice.

**D. Intellectual Property Rights:**

1. The participant must be the sole owner of the intellectual property rights in the participating entries.
2. 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.
3. 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 platform/Instagram/Twitter 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. The Company will not be responsible for downtime on the website/ 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.
6. 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:**

These Contest are 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**

These Contest are not sponsored, endorsed, administered, directed, or affiliated in any way by Facebook/Instagram/Twitter. However, by using and interacting through Facebook/Instagram/Twitter platform the participants will be bound by the terms, conditions and policies of Facebook/Instagram/Twitter including privacy and data gathering practices.