## **Terms and Conditions**

Terms and Conditions of a limited period **Bajaj FANtastic Dhamaka for Tamil Nadu** ("Offer") for the consumers in general trade of Bajaj Electricals Limited ("Company") are as follows:

- 1. This Offer is operational only in the state of Tamil Nadu, on the purchase of all Ceiling Fans, Table Fans, Pedestal Fans and Wall-mount Fans under the brand name "Bajaj" (the "Product") from any retail store and shall be valid from 14<sup>th</sup> March 2018 to 12<sup>th</sup> July 2018 (both days included) ("Offer Period").
- 2. The Offer is made by the Company and operated in association with One 97 Communications Limited ("One97") and Paytm E-commerce Private Limited ("Paytm Mall") (collectively referred to as the "Organizers") and the Company has authorized 'Premier Sales Promotions Private Limited' ("Agency") to manage the operations of this Offer.
- 3. The Offer is governed by these terms & conditions posted on the Company's website (<a href="http://www.bajajelectricals.com/tnc">http://www.bajajelectricals.com/tnc</a>), the terms & conditions posted on Paytm Mall website <a href="https://www.paytmmall.com/offer/Bajaj-help">www.paytmmall.com/offer/Bajaj-help</a> and terms & conditions posted on Agency's microsite <a href="https://www.bajajfans.bigcityexperience.com">www.bajajfans.bigcityexperience.com</a> (the terms and conditions posted on the website of the Organizers are collectively referred to as "Terms"). The Organizers reserves the right to amend the Terms of the Offer and/or extend the validity period and/or cancel/ discontinue the Offer or any part thereof without giving any reasons or a prior notice therefor. It will be responsibility of the consumers to keep themselves apprised of the same.
- 4. The consumers purchasing the Products will be eligible to get Paytm Mall Code ("Paytm Code") for cashback of Rs.500/- ("Benefit") by following the process specified in Sr. No. 6.
- 5. For receiving Paytm Code the consumers will have to send the combination of BFB<space>alpha-numeric QR Code from the warranty card>, before 12<sup>th</sup> July, 2018 from the date of purchase of the Product under this Offer to 9902391200. The Paytm Code will be valid on the minimum transaction of Rs. 1,500/- though Paytm Mall and will be redeemable subject to the terms and conditions at www.paytmmall.com/offer/Bajaj-help. Maximum three (3) Paytm Codes availed under the Offer can be redeemed per Paytm Account during the Offer Period.
- 6. The Company reserves the right to substitute the Benefit under this Offer with an alternate benefit at its own discretion.
- 7. Participating to avail 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 have deemed to have accepted the Terms.

- 8. The Benefit under this Offer is non-transferrable, non-refundable and no physical cash payment will be made in lieu thereof.
- 9. By participating in the Offer consumers confirms and would deemed to have been waived the applicability of rules and regulations of the National Do Not Call Registry (DO not Disturb status) and agrees to receive updates and promotional messages/ SMS/ Email/ Call for current and future offers/ contests/ campaigns from the Organizers.
- 10. The Organizers/ Agency does not accept any responsibility for any damage, loss, injury or disappointment of any kind suffered by the consumers by availing the Offer.
- 11. The Organizers/ Agency shall not be responsible for any tax implications that may arise for the consumer from the Offer.
- 12. The Organizers/ Agency 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.
- 13. The consumers availing the Benefits of this Offer hereby irrevocably authorize the Organizers/ Agency and its affiliates to use the data gathered during and/or after the Offer in respect thereof in any of its communications including marketing promotions and advertisements.
- 14. The Organizers/ Agency will not be responsible for downtime on the mobile network, internet connection and related services, caused due to technicalities (like failure of equipment, configuration issue, network congestion), or due to decisions/ changes in regulations that are carried out by any statutory/ regulatory authority.
- 15. The Organizers/ Agency does not accept any responsibility for user error, late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS/ Email/ correspondence etc. whether due to error, omission, alteration, tampering, data hacking, deletion, theft, destruction, virus attack, data hacking, transmission interruption etc.
- 16. 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/ Agency, 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.

- 17. All Intellectual Property Rights in connection with the Products, Offer, Benefit, Prize, promotional material and/or any other contents, are the property of its respective owners.
- 18. In the event, the Offer is termed as void due to introduction of any new legislation or by amendment of existing legislation or by judicial orders, the Company shall not be liable to award any other benefit or compensation in lieu thereof to the customers.
- 19. The decision of the Organizers/ Agency in any dispute arising out of or in connection with this Offer shall be final and binding.
- 20. 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 Offer and the Terms shall be governed by the laws of India and the Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to the Offer.
- 21. For any queries/ grievances pertaining to the Offer the consumer may call +918040554868 or write email to <a href="mailto:bfb@bigcity.in">bfb@bigcity.in</a> from Monday-Friday between 10:30 a.m. to 5:30 p.m., excluding public and bank holidays. No queries/ claims/ dispute/ complaints/ grievances shall be entertained by the Organizers/ Agency after sixty (60) days from the date of the closure of the Offer Period.
- 22. For more information on redemption of Paytm Code pertaining to redemption, the consumer should refer to <a href="https://www.paytmmall.com/offer/Bajaj-help">www.paytmmall.com/offer/Bajaj-help</a>.

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