

Frame it with Family Contest

Following are the terms & conditions (“Terms”) of the **Frame it with Family Contest** (“Contest”) conducted by **Bajaj Electricals Limited** (“Company”) through whatsapp chat platform. The said Terms are also made available on our website <https://www.bajajelectricals.com>

1. Eligibility: In order to participate in the Contest, a participant should:

- a. be a retailer of the Company;
- b. ensure that the length of the recorded video is greater than 2 minutes;
- c. ensure that the recorded video has good audio and video quality;
- d. ensure that activity revolves around a theme relating to your family;
- e. Be of 18 years of age;
- f. she/he is of sound mind;

Further, featuring of family member(s) in the photograph/video is also highly desirable.

A person shall be considered a “Participant” to this Contest once he/she has fulfilled the aforesaid Eligibility Criteria and further conditions set out hereinafter.

2. Disqualification:

The Company reserves the right to disqualify any participation entry from the Contest-

- a. if it has been done from fake whatsapp 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. if it is made in violation of directives of the government directive i.e. not following social distancing and quarantine norms etc.;
- k. for any other reason considered appropriate by the Company.

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.

3. Acceptance of Terms: By participating in the Contest, the Participant deemed to have accepted these Terms.
4. Duration: The Contest will begin on 15th May'2020 (9AM), and end on 16th May'2020 (9PM). No participation entries will be permitted/accepted after the end of the scheduled time
5. Submission of Participation Entries: For participating in the Contest, the participant is required to collect a Snapshot, Video or Selfie where he involves his / her family members to participate in an activity. Everyone shall be entitled to submit only one participation entry. All Participation Entries are required to be submitted along with the name of the shop and town/district.
6. Prizes:
 - a. On closure of the Contest, (10 Retailers per branch – 250 retailers in all) participant will be selected as the winners (“Winners”), who will receive a prize worth MRP INR 100-(Rupees Thousand only) which shall be given through the respective Distributor (“Prize”). The said Prize will be subject to the terms and conditions attached thereto.
 - b. The Winners of this Contest will be announced on the Company's “Facebook” or “Instagram” page or “Twitter” handle, on 18th May'2020.

- c. The prizes are non-transferable and no cash alternate to the prizes will be Contested.
- d. The Company reserves the right to substitute any prize with another without giving notice.

7. Inspection of Prize: The Participant shall be required to check the Prize at the time of delivery for any external damages. Any complaint/grievance for external damage to the Prize must be raised at the time of delivery to the courier delivery personnel and the same should be handed back to the same courier delivery personnel. In the event of any functional defect, the same should be informed to Company within one (1) week from the date of receiving of the Prize. The Company shall not be responsible to replace the Prize for any manufacturing/functional defects reported after one week. However, the Participant may contact manufacturer's authorized service centres for resolving any such complaints.
8. Intellectual Property Rights: The Participant must be the sole owner of the intellectual property rights in the participating entries. However, by participating in the Contest, the participant agrees and grants the Company (and any third party authorized 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.
9. Termination: 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 and it will be the responsibility of the participants to keep themselves apprised of the same.
10. 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.
11. 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.
12. The Contest is not sponsored, endorsed, administered, directed, or affiliated in any way by Whatsapp. However, by using and interacting through Whatsapp chat platform the participants will be bound by the terms, conditions and policies of Whatsapp including privacy and data gathering practices.
13. The Company shall not be responsible for loss, damage, personal injury or death caused to the Participant on account of availing of any of the Contest benefit.
14. Any costs incidental to or arising from or connected with the Contest shall be the responsibility of the Participant and Company shall not be responsible or liable for the same.
15. Any attempt to cause damage to or the interference with the website of the Company shall entitle the Company to seek remedy available under the applicable laws.
16. The Company shall not be liable for any failure or delay in performance under this Terms or loss or damage caused there by, to the extent such failures or delays are in the nature of acts beyond their reasonable control including the Acts of God viz floods, fires, earthquakes etc., wars, riots, acts of governments occurring without their fault or negligence or the effects of which persist despite reasonable efforts undertaken by them to perform to mitigate the effects.
17. The Company shall not be liable to the Participant or any other person or entity for any special, incidental, or consequential damages (including without limitation any relating to lost profits) arising out of use, or disposition of the Prize products.
18. The Company accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise attributable to any person or party. The Company shall not liable for any consequences of Participant error including Illegible / incomplete / invalid / wrongly submitted claims/entries and claims in respect thereof.
19. Participant has entered into this Contest out of her/his free will and there is no compulsion or coercion, or undue influence exerted upon her/him to participate in the Contest or agree the Terms.
20. The Participant shall comply with the Terms of the Contest and as a consideration of being considered for the Contest undertakes to indemnify and hold harmless the Company, their directors, officers, employees, agents, affiliates and suppliers from and against any and all liability, loss, claim and expense (including reasonable legal fees) whatsoever arising directly or indirectly from breach of the Terms of the Contest.

