

## **Bajaj #TechnologyKeFans Pause to Win Contest**

Terms & Conditions (“Terms”) of ‘Bajaj #TechnologyKeFans Pause to Win Contest’ (“Contest”) conducted by **Bajaj Electricals Limited** (“Company”) through its social media presence on “Facebook”.

### **A. Eligibility:**

1. This Contest is open for Indian Citizens above 18 years of age and residing in the State of Maharashtra, Madhya Pradesh, Kerela, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana and Gujarat.
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/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 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. 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 take a screenshot of the fan blades paused to fit perfectly in the outline of the fan and post the screenshot ("Perfect Screenshot") in the comments section, on the Company's "Facebook" page (<https://www.facebook.com/BajajElectricals>).
2. Each individual will be entitled to submit only one participation entry.
3. The Contest shall begin on 7<sup>th</sup> June, 2018 at 16.00 p.m. (IST) and end on 8<sup>th</sup> June, 2018 at 11.59 pm (IST). No participation entries will be permitted/ accepted/ considered after the end of scheduled time.
4. On closure of the Contest, all participants giving Perfect Screenshot will be selected as winners by the Company from the valid participation entries.

**C. Prizes:**

1. Each winner will receive one (1) discount coupon worth Rs.500/- ("Prize") valid on purchase of the Company's product worth Rs.1,500/- and above from the Company's webstore <https://shop.bajajelectricals.com> ("Webstore").
2. The winners of this Contest will be announced on the Company's "Facebook" page, on 30<sup>th</sup> June, 2018 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 will 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 any of the winners 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. The Prizes will be governed by the terms and conditions attached thereto and the terms and conditions of the Webstore.
8. The Company reserves the right to substitute the 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 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.
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 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. 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.
4. 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.

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 any statutory/ regulatory authority.
6. The participants 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 Company and 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 Contest.

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