

BAJAJ ELECTRICALS LIMITED

Following are the terms and conditions (“**Terms**”) of a limited period offer to COVID-19 vaccinated (fully or partially) individuals (“**Offer**”) for the customers of Bajaj Electricals Limited (“**Company**”) are as follows:

1. By availing of the Offer, the customer (“**Customer**”) purchasing the products of the brand ‘Morphy Richards’ (“**Products**”) available on the website www.morphyrichardsindia.com are deemed to have accepted these Terms and shall abide by them out of their free will , consent and there is no compulsion or coercion, or undue influence exerted upon her/him to avail of the Offer or agree the these terms.
2. The Offer shall not be valid or applicable in the event any other product other than the Product is purchased and / or if the purchase is not made within the Offer Period. If the Customer does agree to these Terms then, please refrain from availing benefits under the Offer.
3. The said Terms are also made available on our website www.morphyrichardsindia.com (“**Website**”).
4. This Offer entitles you to a flat 12% (twelve per cent) instant discount on the listed price of the Products as showcased on the Website.
5. This Offer shall be valid from 2nd July 2021 to 1st January, 2022 (both days included) (“**Offer Period**”).
6. To avail this Offer, the minimum checkout cart value must be of INR 2000/- (exclusive of taxes and shipping charges) on the Website.
7. To avail this Offer, the Customer(s) must send their vaccination certificate from the Ministry of Health & Family Welfare, Government of India, or screenshot of their vaccination status on the Aarogya Setu (along with sufficient proof that It belongs to them) through direct messaging on the Facebook page / Instagram handle of the Company as follows: (i) Facebook page: <https://www.facebook.com/MorphyRichardsIndia/>; (ii) Instagram Page: @MorphyRichardsIndia The Customer accepts that the sole discretion to verify and accept such certificates within such timelines shall be as the Company may deem fit.
8. Subject to clause 7 above, the Customer shall receive a unique code either on Instagram DM or facebook messenger which can be used for availing the benefit under the Offer. The Customer will have to enter the code while checking out from the Website.
9. The unique code can be used only once for one particular purchase and shall expire after a period of one month.
10. Each Customer can avail the benefits under the Offer only once.
11. This Offer is valid pan India.
12. This Offer is only valid on all modes of payments including but not limited to debit / credit cards, wallets, etc and can be used for EMI transactions as well. Offer is non-transferable, not encashable and cannot be clubbed with any other promotion/discounts offered by the Company.
13. Customer(s) are not bound in any way to avail benefits under this Offer. Any purchase is voluntary, and the Offer is being made purely on a best effort basis.
14. The discount offered under this Offer is non-binding and non-negotiable.
15. The institutional orders and online orders shall not qualify for availing benefits under this Offer. For clarity, the Offer is only valid and applicable for individual Customers.
16. The product images shown in the Offer document are only for representation purpose and the actual design/ color/size of the same may vary.

17. The benefits under this Offer cannot be availed / clubbed along with any other offer/scheme by the Company.
18. The Company shall not be responsible for any loss, damage, personal injury or death caused to the Customer on account of availing of the Offer. Further, the Company shall not be responsible in the event there is a technical glitch, incorrect entry of the code or the expiry of the code or any other instance which hampers the availing of benefits under the Offer due to the action / inaction of the Customer or any third party in any manner whatsoever.
19. Any costs incidental to or arising from or connected with the Offer shall be the responsibility of the Customer and Company shall not be responsible or liable for the same.
20. 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, pandemic, epidemic, government restrictions, change in applicable laws, 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.
21. Under no circumstance, shall the Company and/or its promoters, shareholders, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives be liable for any indirect, special, incidental, punitive or consequential damages (including without limitation any relating to lost profits), arising out of or in connection with this Offer. In any event, the Company's aggregate liability under the Scheme shall be limited to INR 5,000/- (Rupees Five thousand only).
22. The Customers should not use the Company's intellectual property rights, in any manner whatsoever.
23. Any costs incidental to or arising from or connected with the Offer shall be the responsibility of the Customer and Company shall not be responsible or liable for the same in any manner whatsoever.
24. The Customer availing of the Offer would be deemed to have been waived the 'Do not Disturb' status ("DND") on his / her registered mobile number and also agrees to receive details and information (if any) about this Offer and any other or future contests / updates / offers from the Company from time to time on his/her registered mobile number, through SMS or voice calls or on social media pages / accounts.
25. The Company is not responsible for any errors or omissions. All information provided in relation to the Offer is provided "as is". The Company makes no representations and disclaims all express, implied and statutory warranties of any kind to the Customers including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness of the Products for any particular purpose.
26. The Company reserves its sole and discretionary 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. Such changes shall be updated on the Website and it shall be the responsibility of the Customer to check for the updates on the Website from time to time.
27. The Company's decision in respect of all matters to do with the Offer will be final and binding on the Customers and no correspondence will be entertained with respect thereto.
28. As a pre-condition to the Offer, the Customer permits the Company to use the personally identifiable details (including complete name, photographs, contact details, other documents uploaded for Registration etc.) for execution of this Offer, the promotion of the Offer, promotion of the brands of the Company. This shall be governed by the privacy policy of the Company as provided on the Website.
29. If any provision(s) of these Terms becomes illegal/unenforceable under law then, the same shall be considered severable to the extent of such illegality/unenforceability without affecting the validity of the remaining provisions of these Terms.
30. No waiver of any rights by the Company will be taken as a waiver of any other rights it may have. For instance, if the Company waives its right to object to a particular breach of these Terms by a Customer, it does not prevent the Company from objecting to any other breaches by that Customer or any other Customer.

31. These Terms do not infer to create any relationship, fiduciary or otherwise, between any Customer and the Company. As such, the Company and each Customer shall be and act as an independent of the other and shall not bind nor attempt to bind the other to any contract.
32. 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 continue the Offer and/or provide for any compensation in lieu thereof to the Customer. In such event the Company at its sole discretion reserves the right to either amend and/or cancel the Offer.
33. The Customer(s) undertake to indemnify and keep the Company harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by the Company, its directors, management, employees, representatives, promoters, shareholders as a consequence of (i) violation of Terms by the Customer; (ii) violation of applicable laws by Customer; (iii) any action or inaction resulting in willful misconduct or negligence on Customer's part.
34. Any query regarding this Offer will be entertained only till 1st January, 2022. For any queries/concerns pertaining to the Offer, the Customers are required to reach out to the Company by sending an email at <<consumercare@morphyrichards.com>> or by writing to the Company at <<Everard Towers, 6th Floor, Bhanu Shankar Yagnik Marg, GTB Nagar, Lalbaug, Everard Nagar, Sion, Mumbai, Maharashtra 400022>>.
35. This document is an electronic record in terms of Information Technology Act, 2000, and the rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
36. The Company, in its sole discretion, reserves the right to disqualify the Customer from the Offer and/or the benefits of this Offer, if any fraudulent activity / misrepresentation / illegal activity is identified as being carried out for the purpose of availing the benefits under the said Offer including such other acts as be prejudicial to the Company interest.
37. Any and all disputes, controversies and conflicts (including non-contractual disputes or claims) ("Disputes") arising out of or connected with this Offer shall be referred to arbitration of a sole arbitrator to be appointed by the Company whose decision shall be final and binding on all. Subject to the foregoing, the seat and venue of arbitration shall be Mumbai.
38. This Offer and these terms shall be governed by the laws of India. The Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to these terms and the Offer.