

TERMS & CONDITIONS

Following are the terms and conditions (“**Terms**”) of ‘**Morphy Richards Win-Win Offer**’ (“**Offer**”) of Bajaj Electricals Limited (“**Company**”). The said Terms are also made available on our website <https://www.morphyrichardsindia.com/tnc.aspx> and on the website of our implementing partner Team Promotions Private Limited (‘**Project Manager**’) www.teamrewardz.com/mrwinwinoffer

1. Definitions:
 - a. “Designated Retailer(s)” shall mean modern format retailers i.e. Croma, Reliance Digital, Big Bazar, Vijay Sales etc.;
 - b. “Gifts” shall have the meaning as given in clause 6;
 - c. “Offer Period” shall be the period starting from 04 October, 2019 and ending on 04 November, 2019 (both days included);
 - d. “Upload Portal” shall mean the website of the Project Manager;
 - e. “Participant” shall have the meaning as detailed in clause 2;
2. Eligibility Criteria: In order to participate in the Offer, a consumer should :
 - a. be atleast 18 years of age;
 - b. be a resident individual in India;
 - c. have purchased a Morphy Richards product during the Offer Period; and
 - d. register on the Upload Portal

A person shall be considered a “Participant” to this Offer once he/she has fulfilled the aforesaid Eligibility Criteria and further conditions set out hereinafter. However, it is clarified that directors, employees, dealers, distributors, agents, vendors, representatives, business associates of the Company and/or the Project Manager and/or their family members and/or anyone else connected in any manner with the Offer, shall not be eligible to avail the benefits of the Offer.

3. Acceptance of Terms: By participating in the Offer, the Participant deemed to have accepted these Terms.
4. Offer: The Offer shall be effective only during the Offer Period. The Company shall have right to extend or terminate the Offer depending upon the stock of Gifts.
5. Excluded Sales Channels: Purchase of Morphy Richards products other than the Designated Retailers shall not entitle the consumer to participate in the Offer. Further, the purchase of Morphy Richards products from the Company website, e-commerce (viz. Amazon, Flipkart etc.) shall also not be eligible to participate in this Offer.
6. Gift Slabs:

Product Price Range Slab (MRP)	Gift	Gift MRP* (INR)
upto Rs. 3500	Gold Coin 4gms 22 Carat	18,000
	Redmi 7 (2 GB RAM 32 GB internal storage)	8,990
	Zebronics in-ear Head Phone with mic	599
Rs.3,500 – Rs.7999	TVS Jupiter	51,325
	Vivo Y91 (3 GB RAM, 32 GB internal storage)	10,990
	JBL GO Wireless Bluetooth Speaker	2,699
	HP Headphone with mic	1499

More than Rs.8,000	Sony bravia 49 inch UHD LED Smart TV	1,14,900
	JBL Wireless Soundbar	14,990
	Portronics Elements U Laptop Backpack with USB Charger (Water Resistant)	3,999
	JBL Wired Headphone	2499

*The MRP of the Gifts is subject to change as per the packaging of the respective brands.

- a. Upon purchase of a Morphy Richards product(s), the consumer shall be given a Gift Scratch Card ("Scratch Card"). The Scratch Card will contain a 15-digit unique code ("Code") and description of an assured gift ("Gift"). The Gift shall be out of the list specified against the Product Price Range Slab mentioned hereunder:
- b. For TVS Jupiter, Registration, insurance, road tax and any other incidental costs relating to the lucky draw prize shall be borne by the Participant.
- c. The Gift offered shall not be exchanged for cash, credit note or in any other kind.
- d. The images of the Gift shown in the pamphlet are only for representation purpose and the actual design/colour of the same may vary.
- e. The Gift will be issued only on the name of the Participant whose name appears on the Invoice.
- f. The Gift offered are subject to stock availability and the Company/ Project Manager reserves the right to substitute the Gift under this Offer with an alternate gift of equivalent value at its own discretion.
- g. The Company and/or the Project Manager is not responsible for the quality, suitability, guarantee or warranty of merchantability, fitness of the Gift for a particular purpose and against infringement.
- h. The Scratch Card is non-transferrable, non-refundable and no physical cash payment will be made in lieu thereof.
- i. The Scratch Cards cannot be sold/ resold/ traded directly or indirectly by any Participant.

7. Lucky Draw:

- a. In addition to the Gifts as mentioned in clause 6, a Participant shall also be eligible for a lucky draw which will be conducted by the Company during Offer Period. The lucky draw prize shall be **one Renault Kwid STD 0.8 Base Model (At Ex. Showroom Price)**
- b. The selection of winner will be amongst the Participants and would be carried out by an automated computer process. Pursuant to the lucky draw, the winners will be intimated on their email ID and/or registered mobile number. Participation in the lucky draw is not an affirmation for winning the Prize.
- c. The lucky draw shall be conducted on 23rd of December 2019 and the winner shall be announced within 48 hours.
- d. Registration, insurance, road tax and any other incidental costs relating to the lucky draw prize shall be borne by the winning Participant. The winning Participant shall be required to go to the nearest dealership along with a KYC documents for the purpose of verification.

8. Registration and Verification: Consumer fulfilling the Eligibility Criteria shall follow the following process for registration and verification.

- a. The Participant shall be required to Log on to www.teamrewardz.com ("Upload Portal") by entering the Code received in Scratch Card within thirty (30) days from the date of purchase or by 5:00 pm on 30th November 2019, whichever is earlier. Any registration after 5:00 pm on 30th November, 2019 will not be entertained for any reason whatsoever
- b. Once the Participant has logged in, he/she will be required to enter name, address, email ID and mobile number in appropriate field;

- c. Thereafter, the Participant shall be required to upload the copies of following documents in JPG/ PDF format:
 - i. Product purchase invoice, clearly showing date of purchase;
 - ii. Front side of the Scratch Card showing Code and description of Gift. Torn/ damaged/ mutilated Scratch Card shall not be considered valid for the purpose of availing benefit under this Offer.
 - d. The details on the Product purchase invoice and the details entered on Upload Portal should match. Any variation therein would render the entry invalid and the Customer will be ineligible to avail benefit under the Offer.
 - e. The Agency shall confirm the registration and in case the Gift attracts tax as per provide Income Tax Act, 1962 and Rules thereunder, shall inform the amount of such tax due and payable in respect of the value of the Gift.
 - f. A consumer can participate in the offer more than once provided he has made more than one purchase within the offer period and has uploaded separate invoices for the purchases;
 - g. Any registration received from the staff of the designated store or the Company on behalf of the Participant will be rejected and no Gift will be delivered against any such registrations.
 - h. Once the above steps are complete, the Project Manager shall verify all the data and information and confirm the registration of the Participant;
9. Tax of Gift: In the event of any tax being levied on the gift, the Project Manager shall intimate the same to the Participant and the Customer will be required to send the Demand Draft for the tax due and payable in respect of the value of the Gift, drawn in favor of the Project Manager and payable at New Delhi, within seven (7) days from the date intimation at the address mentioned in the said communication or the customer can also pay via online transfer/net banking
10. Dispatch of Gift: The Gift will be delivered by the Project Manager through the reputed courier/ registered, at its own cost, post at the address provided by the Customer after the process of registration and verification is complete, which will take minimum fifteen (15) days time. In the event the courier service/ registered post service is unable to deliver the Gift on the address provided by the Participant the Gift will be delivered to the store from which the Morphy Richards Product was purchased by the Participant and the Participant will be notified of the same on its email ID and/or mobile number. The Participant will be required to collect the Gift from such Designated Store within fifteen (15) days from the date of intimation thereof.
11. Inspection of Gift: The Participant shall be required to check the Gift at the time of delivery for any external damages. Any complaint/grievance for external damage to the Gift 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 Project Manager within one (1) week from the date of receiving of the Gift. The Project Manager/ Company shall not be responsible to replace the Gift for any manufacturing/ functional defects reported after one week. However, the Participant may contact manufacturer's authorized service centres for resolving any such complaints.
12. This Offer is in no way sponsored, endorsed or administered by, or associated with the brands Xiaomi/ Zebronics/ TVS/ Vivo/ JBL/ HP/ Sony/ Portronics / Renault and by participating in this Offer the Participant shall release these brands and organization owning the brands from any claims.
13. The Company and/or the Project Manager shall not be responsible for loss, damage, personal injury or death caused to the Participant on account of availing of any of the Offer benefit.
14. Any costs incidental to or arising from or connected with the Offer shall be the responsibility of the Participant and Company or the Project Manager 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 and/or the Project Manager shall entitle the Company and/or the Project Manager to seek remedy available under the applicable laws.
16. The Company and/or the Project Manager 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 and/or Project Manager 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 Gift products.

18. The Company or the Project Manager 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 and the Project Manager shall not be 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 Offer out of her/his free will and there is no compulsion or coercion, or undue influence exerted upon her/him to participate in the Offer or agree the Terms.
20. The Participant warrants that she/he is of sound mind, of requisite legal age, has clearly understood the Terms of the Offer.
21. The Participant shall comply with the Terms of the Offer and as a consideration of being considered for the Offer undertakes to indemnify and hold harmless the Company, Project Manager 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 Offer.
22. This Offer and the Terms shall be governed by the laws of India. 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 the Arbitration of a sole Arbitrator to be appointed by the Company whose decision shall be final and binding. The seat and venue of arbitration shall be Mumbai. The Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to the Terms and Offer. Subject to local laws, the Participant waives his/her right to proceed against the Company or the Project Manager in respect of the Offer before the consumer courts / fora / tribunals as he/she has not paid for the Offer and is thus not a consumer.
23. 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 distribute any Gifts or any compensation in lieu thereof to the Participant.
24. The Participant participating in this 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 offers / updates from the Company or the Project Manager from time to time on his/her registered mobile number, through SMS or voice calls, during the subsistence of Offer.
25. The Company reserves its 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 websites and it shall be the responsibility of the Participant to check for the updates on the websites from time to time.
26. As a pre-condition to and in consideration of participation in the Offer, the Participant permits the Project Manager and 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 brand Morphy Richards and the products. Participant shall have the right to seek revision of data and documents submitted and request removal of the data after execution of the Offer by writing to the email ID mrwinwinoffer@teampromotions.in.
27. For any queries pertaining to the Offer, the Customers are required to write to the Project Manager at mrwinwinoffer@teampromotions.in or call the Project Manager on 8882094539/ 8882082551/ 8882089217/ 8882091113 / 011-40035100 between 10:00 am to 5:00 pm from Monday-Friday excluding public holidays and bank holidays.
28. The relationship between the Company and the Project Manager is that of principal to principal and neither party is an agent, partner or employee of the other party nor can either party bind the other party to any obligations, undertakings or liability whatsoever.