

TERMS AND CONDITIONS FOR MORPHY RICHARDS BUY AND FLY OFFER

Following are the terms and conditions (“**Terms**”) for ‘**Morphy Richards Buy and Fly Offer**’ (“**Offer**”) of Bajaj Electricals Limited (“**Company**”) which is being rolled out only for the consumers purchasing the Morphy Richards products from the retailers in Trade Channel in India. The said Terms are also made available on our website <https://www.morphyrichardsindia.com/tncfbo.aspx> and on the website of our implementing partner Team Promotions Private Limited (“**Project Manager**”) www.teamrewardz.com/termsmrfbo.

1. Definitions:

- 1.1. “Designated Retailer(s)” shall mean the retailers in Trade Channel in India;
- 1.2. “Gifts” shall have the meaning as given in clause 7;
- 1.3. “Offer Period” shall be the period starting from 01st September, 2019 and ending on 31st October, 2019 (both days included);
- 1.4. “Upload Portal” shall mean the website of the Project Manager through which the registration will happen. The upload portal is www.teamrewardz.com/mrfbo ;
- 1.5. “Participant” shall have the meaning as detailed in clause 2;

2. Eligibility Criteria: In order to participate in the Offer, a consumer should:

- 2.1. be at least 18 years of age;
- 2.2. be a resident individual in India;
- 2.3. have purchased a Morphy Richards product (excluding Global Range and Room Heaters as given in Annexure – I) during the Offer Period; and
- 2.4. 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.

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 Trade Channel shall not entitle the consumer to participate in the Offer. For avoidance of doubt it is clarified the purchase of Morphy Richards products from the Company website, e-commerce (viz. Amazon, Flipkart etc.) and modern format retails (viz. Croma, Vijay Sales, Big Bazar, Reliance Digital etc.) shall not be eligible to participate in this Offer.

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

(A) Registration:

- a. The Participant shall scan the QR Code given on the pamphlet from his/her mobile or log on to **Upload Portal** for registration within thirty (30) days from the date of purchase, subject however to the Offer is in force.
- b. For the purpose of registration and verification, the participating consumer shall have to mandatorily fill in his/her details such as (i) Participant’s Full Name & Complete Address; (ii) Contact Number and Email

Id; (iii) Product name; (iv) Product Serial Number; (v) Product MRP; (vi) Date of Purchase; (vii) Invoice Number; (viii) Name & Address of Retailer; and (ix) Retailer’s Contact Number and x) Total Invoice Amount. The participating consumer will have to enter the details for each of the product that he/she has purchased.

- c. Upload the images of the copies of (i) Picture of GST/TIN Invoice with clear date of purchase (For handwritten bill/Invoice, retailer’s stamp is mandatory); (ii) Picture of cut out of Declaration/SOWM printed on the product packaging with QR code in it (In case of QR code being printed separately from SOWM label, then the customer will have to cut both – SOWM and QR code, take a single picture together of SOWM and QR code and upload it as a single image); (iii) Picture of Product Serial Number printed below/behind the product, in a JPEG/PDF format and (iv) Picture of Warranty card with Retailer’s stamp, clearly showing the date of purchase (Optional).

Picture of cut out of SOWM/Declaration with QR code and Product Serial Number are shown in the reference images below. All the attachments should be clearly visible/readable (Kindly note that properly cut images of SOWM/Declaration label and/with QR code will only be accepted).

- d. Upon successful registration and upload of the documents as elaborated above, the Participant will receive a registration reference code by SMS and/or email.

(B) Verification:

- a. The verification of information and documents will be done within 4-5 working days and upon successful verification the Participation will receive an e-Coupon code by SMS and/or email or the actual gift or air ticket(s) as mentioned in the Table given in clause 7 below, within 7-8 working days at the Participant’s registered mailing address or email id.
- b. In case of failure in verification of details or any ambiguity / inaccuracy in the documents uploaded, the Participant will not receive an e-Coupon code / actual gift, as may be applicable, and consequently will not be eligible for any benefit under the Offer.

7. **Gift Slabs:** The Participant shall receive an e-Coupon code for Slab No.1, 2 and 4; actual gift for Slab No.3; and air ticket(s) for Slab 5 and 6 (“Gifts”) based on the MRP of the product purchased:

Slab	Product MRP Range (in INR)	Gift Description
Slab 1	800 -1500	BookMyShow Movie ticket e-Coupon worth Rs. 150/- redeemable only at www.BookMyShow.com or on the BookMyShow App
Slab 2	1501-2000	Domino’s Pizza e-Coupon worth Rs. 350/- redeemable only at www.dominos.com or on the Dominos pizza App
Slab 3	2001-4000	Boat In-Ear Headphone worth Rs. 999/-
Slab 4	4001-6000	Bigbasket e-Coupon worth Rs. 1500/- redeemable only at www.bigbasket.com or on the Bigbasket App
Slab 5	6001-10000	One-way Air Ticket (Domestic) for single person worth Rs. 4999/-
Slab 6	10001 & above	Return Air Ticket (Domestic) for single person worth Rs. 8999/-

For example: On purchase of 5 products having MRP falling in Slab 2 the Participant will be eligible for 5 e-Coupons of Domino's Pizza. For avoidance of doubt, it is clarified that the MRP shall not consolidated to be eligible for a Gift applicable to some other Slab.

- 7.1. The e-Coupons/Air Tickets cannot be transferred or encashed. Also, the Gifts cannot be exchanged for cash, credit note or in any other kind.
- 7.2. The Gifts 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.
- 7.3. For availing of the Air Ticket(s) as per Slab 5 and 6, the Participant will have to fill in his/her details in the form to be provided by the Project Manager. To avoid inconvenience, the Participant will be required to give three different preferred dates of travel along with three different destinations. The first date of travel should be after 45 days from the date the Project Manager receives the booking request form and the gap between the three dates should be atleast 10 days in each date, and the date of travel must be within 6 months from the date of successful verification and issuance of the booking request form for the air tickets. The detailed terms of the air tickets and the chart for the departure and destination cities will be provided along with the booking request form to the Participants email id entered during registration.
- 7.4. The Participant will be required to pay a non-refundable processing fees of Rs.1499/- (for one-way Air Ticket under Slab 5) and Rs.2998/- (for return Air Ticket under Slab 6) to the Project Manager by DD drawn in favour of 'Team Promotions Private Limited', payable at New Delhi or by NEFT/RTGS simultaneously with the requisition for booking of Air Ticket(s). Notwithstanding this, if for any reason, the Project Manager is not able to issue the Air ticket(s), the Participant shall be entitled to get the refund of the processing fees. Once the Project Manager has confirmed and booked the air tickets of the Participants, then there will be no refund of any amount to the Participant even if the Participant does not travel on the air tickets booked or gets it cancelled by the airlines or by the Project Manager.
- 7.5. Customer should note that a travel date does not fall on or between exclusion Period of the offer that is from 25th December, 2019 to 5th January, 2020.
- 7.6. The images of the Gift shown in the pamphlet are only for representation purpose and the actual design/colour of the same may vary.
- 7.7. The e-Coupons are valid for use in accordance with their respective terms & conditions. Presentation of the e-Coupons at the theaters or at Domino's Pizza outlets will not be entertained.
- 7.8. 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.
- 7.9. The Company and/or the Project Manager is not responsible for the quality, suitability, guarantee or warranty of merchantability, fitness of the Gift products for a particular purpose and against infringement.
- 7.10. The Participant agrees and understands that this Offer is in no way sponsored, endorsed or administered by or associated with BookMyShow/Domino's Pizza/Bigbasket/Boat or any of the airlines or their affiliates.
- 7.11. Any cost incidental to or arising from or connected with the Offer shall be the responsibility of the Participant and the Company or the Project Manager shall not be responsible or liable for the same.

8. 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.
9. 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.
10. 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.
11. 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 liable for any consequences of Participant error including Illegible / incomplete / invalid / wrongly submitted claims/entries and claims in respect thereof.
12. 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.
13. The Participant warrants that she/he is of sound mind, of requisite legal age, has clearly understood the Terms of the Offer.
14. 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, 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.
15. 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.
16. 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.
17. The Participant participating in this Offer would 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.

18. 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.
19. Any and all taxes payable on the Gifts including any gift tax / other liability shall be met with by the Participant as a pre-condition to availing the Gift.
20. 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 mroffer@teampromotions.in .
21. For any queries pertaining to the Offer, the Participants are required to write to the Project Manager at mroffer@teampromotions.in or call the Project Manager on 011-40035100/ 8882094539/ 8882082551/ 8882089217/ 8882091113 between 10:00 am to 5:00 pm from Monday-Friday excluding public holidays and bank holidays.
22. 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.

Annexure-1
Excluded Appliances

1. 108000 - Redefine Glass Kettle
2. 108101 - Prism Traditional Kettle Black
3. 108102 - Prism Traditional Kettle White
4. 108106 - Prism Traditional Kettle Orange
5. 108108 - Prism Traditional Kettle Yellow
6. 228000 - Redefine Glass Pop up Toaster
7. 248101 - Prism 4 Slice Toaster Black
8. 248102 - Prism 4 Slice Toaster White
9. 248106 - Prism 4 Slice Toaster Orange
10. 248108 - Prism 4 Slice Toaster Yellow
11. 400015 - Total Control White Stand Mixer
12. 400017 - Total Control Red Stand Mixer
13. 400505 - Total Control Electric Hand Mixer
14. 402050 - Total Control Hand Blender
15. 402052 - Total Control Hand Blender Pro set
16. 402053 - Total Control Hand Blender Prep Set
17. 402054 - Total Control Hand Blender Workcentre
18. 403040 - Total Control Table Blender
19. 290010 - Oil Filled Radiator - OFR 09
20. 290012 - Oil Filled Radiator - OFR 13F
21. 290013 - Oil Fill.Radiator-OFR 9F
22. 290014 - Oil Fill.Radiator-OFR 11F

23. 290035 - Aristo PTC heater

24. 290036 - Orbit PTC heater