

Terms & Conditions of the Contest

Following are the terms & conditions (“Terms”) of the #Onam Delights (“Contest”) conducted by Bajaj Electricals Limited (“Company”) through the social media platforms of Morphy Richards, LBB (that can be accessed here: <https://instagram.com/lbbbangalore?igshid=5qu3kkwbn1xw>) and Chef Pillai (@chef_pillai that can be accessed here: https://instagram.com/chef_pillai?igshid=f3im5u1d0z2a). By participating in the Contest you accept these Terms and that you agree to abide by them. By participating in the Contest, each participant hereby warrants and undertakes to comply with these Terms. Any violations of these Terms shall the participant(s) liable for any breach and shall lead to forfeiture of any prize and or benefit arising from participation in the Contest.

If you do not agree to these terms of use, please refrain from participating in the Contest.

The said Terms are also made available on our website <https://www.morphyrichardsindia.com/tnc.aspx>

1. **Eligibility Criteria:** In order to participate in the Contest, a participant should be:
 - a. of sound mind;
 - b. a resident(s) of India, allowed to Participate in the Contest;
 - c. of 18 years of age

Employees (including their immediate family) of the Company, its affiliates and associates, are not permitted to participate in the Contest.

A person shall be considered a “Participant” to this Offer once he/she fulfills the aforesaid Eligibility Criteria, further conditions set out hereunder and submits the original image of the recipe by tagging Morphy Richards, Chef Pillai social media handles and also using #Onamdelights hashtag.

No entry fee or purchase of the Company’s product is required for participating in this Contest.

2. **Process of submission of Participant Entries:**
 - a. Selection of recipe shall be as per choice of participant. Further, ready-made instant food products should not be used by the Participant.
 - b. The Participant needs to mention what they love about Onam in the caption.
 - c. No Fee will be charged for participation in the Contest.
 - d. The recipe shall at all times be original.
 - e. A valid entry for the purpose of this Contest is only one which is made by submitting the recipes on the social media handles (instagram) with the requisite hashtag.
3. **Disqualification:** The Company reserves the right to disqualify any participation entry/submission from the Contest-
 - a. if it has been done from a fake 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.; and/or
- k. if it displays any commercial/corporate advertising; and/or
- l. if it contains viruses, Trojan horses, worms, bots, spyware or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data or information; and/or
- m. 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.

The Participants hereby agree and undertake that he/she shall not accept or undertake to accept/give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and the Company shall be entitled to take any/all actions against such Participants, as deemed fit by it.

The Participants hereby agree that the Company has the right to monitor, review, remove or refuse any participant entry or any portion thereof, and that the Participants acknowledge that they are entirely responsible for the contents of any submissions for the Contest.

- 4. **Acceptance of Terms:** By participating in the Contest, the Participant is deemed to have accepted these Terms.
- 5. **Duration:** The Offer will begin on 31st August (6 PM), and end on 5th September 2020 (23:59 hours). No participation entries will be permitted/accepted after the end of the scheduled time.
- 6. **Winner Selection & Prizes:**
 - a. There will be a single round only post which the results will be announced. Winners will be announced on Morphy Richards India social media handles.
 - b. The best recipe will be selected by Chef Pillai, Morphy Richards India together and will be rewarded with Morphy Richards product ("**Prize**"). The Company holds the right to decide the final product and model to be given to the winners.
 - c. Winners will be declared on 10th September 2020 on the basis of eligibility criteria and the rules of the Contest .
 - d. Decision of judges nominated by the Company will be final and binding.
 - e. Any Participant can be disqualified for any reason considered appropriate by the Company in the interest of the Contest.
 - f. The Company's decision in respect to all matters to do with the Contest will be final and binding on the Participants and no correspondence will be entertained with respect thereto.
 - g. The prizes are non-transferable and no cash alternate to the prizes will be contested.
 - h. The Company reserves the right to substitute any prize with another without giving notice.
 - i. Each Participant multiple for participation in the Contest, however, shall be entitled to be declared as a Winner only once during the Duration for only one recipe.
- 7. **Dispatch of Prize:** The Prize will be delivered by the Company through the reputed courier/ registered, at its own cost, post at the address provided by the Participant after the process of registration and verification is complete. In the event the courier service/ registered post service is unable to deliver the Prize on the address provided by the Participant the Prize will be delivered to the nearest retailer of the Company 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 Prize from such retailer within fifteen (15) days from the date of intimation thereof. Owing to the current situation of Covid-19 and nationwide lockdown, the delivery will be done as per the directives and guidelines of the Central and State government which may lead in delay of delivery depending upon the location being served.

8. **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.
9. **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) entire, perpetual, irrevocable, royalty-free, 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.
10. **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.
11. 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.
12. 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.
13. The Contest is not sponsored, endorsed, administered, directed, or affiliated in any way by Facebook platform/Instagram/Twitter and/or any other social media platform. However, by using and interacting through Facebook platform/Instagram/Twitter and/or any other platform the Participants will be bound by the terms, conditions and policies of these platforms including privacy and data gathering practices.
14. 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.
15. The Company shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize from any party whatsoever.
16. Apart from the entitlement to the Prize, the winner or his/her legal heirs shall have no other rights or claims against the Company.
17. The Company is not responsible for any errors or omissions. All information provided in the Contest is provided "as is" without warranty of any kind. The Company makes no representations and disclaims all express, implied and statutory warranties of any kind to the Participants and/or the winners and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

18. Under no circumstance, shall the Company and/or its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives be liable to the Participants and/or the winners and/or any third party for any lost profits or lost opportunities, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Company has been advised of the possibility of such damages. The Participants and the winner specifically agree not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Company, its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives to claim any damages or relief in connection with the Contest.
19. By participating in the Contest and accepting the Prize, the winners waives all copyrights and any related rights and consents to the Company's right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray him/her as the Contest winners and/or publish any content submitted by him/her. The winner further grants irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit the same, in any and all applications including advertising, commercials, promotion, stories, text, illustrations, articles and commercial exploitation, throughout the world, in any and all media, mode or format whether now existing or hereinafter developed, including but not limited to radio, broadcast and television, newspapers, magazines, and electronic media, at any time without the winner's further knowledge or consent and without any compensation whatsoever.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. The Participant shall comply with the Terms of the Contest and 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 or in relation to the recipe/entry so submitted by the Participant.

27. This Contest and these Terms shall be governed under the laws of India and Courts of Mumbai shall have exclusive jurisdiction.
28. In the event, the Contest 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 Prizes or any compensation in lieu thereof to the Participant.
29. The Participant participating in this Contest 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 Contest and any other or future Contests / updates from the Company from time to time on his/her registered mobile number, through SMS or voice calls, during the subsistence of Contest.
30. The Company reserves its right to amend the terms of the Contest and/or extend the validity period and/or cancel/ discontinue the Contest 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.
31. As a pre-condition to and in consideration of participation in the Contest, the Participant 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 Contest, the promotion of the Contest, promotion of the brands of the Company. Participant shall have the right to seek revision of data and documents submitted and request removal of the data after execution of the Contest by writing into the company. The privacy policy as available on <https://www.morphyrichardsindia.com/privacy-policy.aspx> shall be applicable on these Terms.
32. The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is distinct and at all times severable from the rest of the Terms & Conditions.
33. 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 and conditions by a Participant, it does not prevent the Company from objecting to any other breaches by that Participant or any other Participant
34. The contributions/submissions/recipes provided by any Participant shall not to be considered as representative of the views of the Company or any of its subsidiaries or affiliates. In addition, no confidential or other relationship, fiduciary or otherwise, exists between any Participant and the Company. As such, the Company and each Participant shall be and act as an independent contractor and not as partner, agent, employee or employer of the other and shall not bind nor attempt to bind the other to any contract.