

Morphy Richards India: Christmas Social Media Contest 2022

Following are the terms and conditions ("Terms") applicable for a limited period commencing from 20th December, 2022 to 25th December, 2022 that shall govern 'Bajaj: Christmas Social Media Contest 2022 ("Contest") to be followed by the participants of the contest organized by Bajaj Electricals Limited ("Company") through the social media platforms of Morphy Richards are as follows:

1. Eligibility: In order to participate in the Offer, a participant should:
 - a. be a resident of India;
 - b. be of 18 years of age;
 - c. she/he is of sound mind;

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

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.

2. By participating in this contest, the participant is 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 participate in the contest or agree to these terms. The participation shall not be valid or applicable in the event the T&Cs are not adhered to.

In this contest, there will be five eligible winners who will be eligible for winning the Prize as per point no. 5 mentioned below. The Participant shall be eligible to win the Prize if they provide for an interesting answer while following the below said criteria in pointer no.4.

3. The said Terms are also made available on our website <https://www.morphyrichardsindia.com/terms-and-conditions> ("Website").
4. The Contest is open during the period commencing from 20th Dec 2022 to 25th Dec 2022 on social media platforms (Instagram). The above said dates imply validity of the contest participation period.
5. Five participants will be eligible for gratification if the following criteria are followed:
 - Share your favourite Christmas memory in 1 line – Creative answers to be posted in the post comment section
 - Participant needs to Follow Morphy Richards Instagram handle @morphyrichardsindia
 - Use contest hashtag #HappinessEngineered and tag 3 friends in the comments
 - The best answer will be decided at random by the Company and the Company will at its sole discretion choose 05 (five) participants for their creative answers.
 - Winners will be announced on 25th December 2022

6. Selected 05 participants will be gratified with either of the following Morphy Richards products

Sr.no	Product Name	Winner
	Icon DLX	1st Best comment
2	Brut Mixer Grinder	2nd Best comment
	Induction essential 1600	3rd Best comment
4	Mini chopper	4th Best comment
5	Pronto Super	5th Best comment

7. Post announcing the names of 05 participants eligible for gratification on Instagram; they will be receiving the product within 30-45 working days from the date of winner announcement.
8. The participants can't apply to the contest offline, it should be an online participation on specified social media applications Instagram.
9. This Contest is valid for PAN INDIA.
10. Contest is non-transferable and is subject to availability of stocks.
11. Prize shall be free of cost and no additional amount will be paid by the participant. Also, no discount will be contested.
12. The product images shown in the Contest document are only for representation purpose and the actual design/ color/size of the same may vary.
13. The benefits under this Contest cannot be availed/clubbed along with any other contest/scheme by the Company.
14. The Company shall not be responsible for any loss, damage, personal injury or death caused to the Participant on account of availing of the Prize if considered as one of the three eligible winners.
15. This Contest 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 Contest 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 Contest. Subject to local laws, the Participant waives his/her right to proceed against the Company in respect of the Contest before the consumer courts / fora / tribunals as he/she has not paid for the Contest and is thus not a consumer.
16. 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.

17. 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.
18. 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 Contest. In any event, the Company's aggregate liability under the Scheme shall be limited to INR 5,000/- (Rupees Five thousand only).
19. The Participants should not use the Company's intellectual property rights, in any manner whatsoever. The Company, by launching this Contest is not, in anyway whatsoever, advertising/promoting their products or services or soliciting the participants to buy Company's products. The members of public may withdraw from the contest and/or not participate, if they think otherwise. The Contest does not solicit any form of gambling. The game is purely for entertainment purposes and does not involve any stake and is purely a 'game of skill'.
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 in any manner whatsoever.
21. The Company is not responsible for any errors or omissions. All information provided in relation to the contest is provided "as is". The Company makes no representations and disclaims all express, implied and statutory warranties of any kind to the Participants including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness of the Products for any particular purpose.
22. The Company reserves its sole and discretionary 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. Such changes shall be updated on the Website, and it shall be the responsibility of the Participant to check for the updates on the Website from time to time.
23. 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.
24. As a pre-condition to 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. This shall be governed by the privacy policy of the Company as provided on the Website.
25. The Participant understands that this Contest is provided by the Company through its Retailer(s) and the Company shall not be liable towards the quality of the product and/or fulfilment of the contest

and/or warranty claims and/or after sales services of the product(s) and/or taxes arising out of and/or due to non-availability / shortage of material / goods / products. Any claim or dispute in relation to the same must be directed towards Retailer(s) only.

26. 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.
27. 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 Participant, it does not prevent the Company from objecting to any other breaches by that Participant or any other Participant.
28. These Terms do not infer to create any relationship, fiduciary or otherwise, between any Participant and the Company. As such, the Company and each Participant shall be and act as an independent of the other and shall not bind nor attempt to bind the other to any contract.
29. 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 continue the Contest and/or provide for any compensation in lieu thereof to the Participant. In such event the Company at its sole discretion reserves the right to either amend and/or cancel the Contest.
30. The participant(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 Participant; (ii) violation of applicable laws by Participant; (iii) any action or inaction resulting in willful misconduct or negligence on Participant's part.
31. 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.
32. 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 be liable for any consequences of Participant error including Illegible / incomplete / invalid / wrongly submitted claims/entries and claims in respect thereof.
33. Participant has entered 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. The Participant shall comply with the Terms of the Contest and as a consideration of being considered for the Contest

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.

34. This contest 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 Contest.
35. The Company, in its sole discretion, reserves the right to disqualify the Participant from the contest and/or the benefits of this contest, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said contest including such other acts as be prejudicial to the Company interest.