

## **TERMS AND CONDITIONS**

Terms and conditions of a limited period Bajaj Mobikwik Webstore Offer (“Offer”) for the consumers of Bajaj Electricals Limited (“Company”) are as follows:

1. This Offer is operational Pan India, on the purchases of any “Bajaj” and “Morphy Richards” branded products (“Product”) from (<https://shop.bajaelectricals.com/>) and (<https://www.morphyrichardsindia.com/>) and shall be valid from 17<sup>th</sup> November, 2017 to 17<sup>th</sup> December 2017 (“Offer Period”).
2. The Offer is made by the Company and operated in association with One MobiKwik System Private Limited (“Mobikwik”) (collectively referred to as the “Organizers”).
3. The Offer is governed by these terms and conditions posted on the Company’s website (<http://www.bajaelectricals.com/tnc>) and (<https://www.morphyrichardsindia.com/tnc.aspx>) the terms and conditions posted on Mobikwik website (<https://www.mobikwik.com/termsandconditions>) including Mobikwik’s Privacy Policy (<https://www.mobikwik.com/privacypolicy>), Refund Policy (<https://www.mobikwik.com/refundpolicy>) and Grievance Policy (<https://www.mobikwik.com/grievancepolicy>) (the terms and conditions posted on the website of the Organizers are collectively referred to as “Terms”). The Organizers reserves the right to amend any and all Terms without notice, which will be posted on their respective website. It will be responsibility of the consumers to keep themselves apprised of the same.
4. The Organizers reserves the right to cancel, change or substitute the Offer at any time without any notice.
5. The consumers purchasing the Products from <https://shop.bajaelectricals.com/> and <https://www.morphyrichardsindia.com/> by making payment using Mobikwik Wallet will be entitled to get Mobikwik SuperCash of 10% on the cart value (excluding shipping/delivery charges, if any) subject to maximum ₹200 (“Benefit”), which will be credited in his/her Mobikwik Wallet within 24 hours.
6. In the event of the Product returns and/or cancellation of order, the refund will be initiated by the Company for the original purchase transaction amount less shipping/ delivery charges, gift wrap costs (as may be applicable) charged in the original purchase transaction and the Benefit in respect thereof will be reversed. The amount due in respect of the refund initiated by the Company will be credited to the respective Mobikwik Wallet within 7-10 days.
7. Participating and availing the Benefit under this Offer is purely voluntary and optional for the consumer. However, by participating to avail Benefit of this Offer, the consumer will deemed to have accepted the Terms.
8. The Benefit under this Offer cannot be availed along with any other offer/ scheme by the Company in respect of the Product.

9. The Benefit under this Offer is non-transferrable, non-refundable and no physical cash payment will be made in lieu thereof. The Organizers reserves the right to call upon the consumer to submit any document for verification of identity at its sole discretion.
10. The Organizers may require the consumers to participate in promotional activities (such as publicity and photography) without any compensation and the consumer consents to the use of his/her name, photograph, audio-visual recording, portrait, picture, voice, likeness and biographical information for media coverage, news or information and for advertising or promotional purposes in any media for an unlimited period without remuneration. The foregoing license shall survive any termination or expiration of this Offer.
11. The consumer participating in this Offer for availing the Benefit, would deemed to have been waived the 'Do not Disturb' status ("DND").
12. The Organizers do not accept responsibility for any tax implications that may arise for the consumer from the Offer. The consumers will have to bear incidental costs (if any) that may arise as an effect of redemption of the Code.
13. The Organizers accepts no responsibility for any damage, loss, injury or disappointment of any kind suffered by the consumers by availing the Offer/ Benefit.
14. By availing the Offer/ Benefit, the consumer releases, discharges, indemnifies, and holds harmless the Organizers, its affiliates, and their respective officers, directors, employees, agents and representatives from any and all liability, loss, harm, injury, damage, cost and expense whatsoever arising directly or indirectly from availing the Offer/ Benefit.
15. The Organizers will not be liable for any loss or damage due to act of God, Governmental actions and/or other force majeure circumstances, and will not be liable to pay any amount as compensation or otherwise for any such loss.
16. The Organizers will not be responsible for downtime on the mobile App and related services, caused due to technicalities (like failure of hardware equipment, configuration issue, network congestion), or due to decisions/changes in regulations that are carried out by Telephone Regulatory Authority of India, Reserve Bank of India, Department of Telecommunication or any other statutory/regulatory authority.
17. Any attempt by the consumers and/or other individuals to deliberately sabotage/ damage the website/ App or using any mechanical system/software to send random multiple entries of the Code or undermine the legitimate operation of this Offer including but not limited to false/ incorrect/ misleading/ fraudulent information/ documentation/ claims, shall deemed as violation of the applicable

civil and criminal laws. Should such an attempt be made, the Organizers reserves the right to seek remedies and damages from any such individual, as may be permitted by law. Also the entries/ claims of such consumers or other individuals would be cancelled without any communication to that effect.

18. The consumers shall comply with the Terms and waive any right to claim any benefit out of ambiguity in the Terms and release, indemnify and hold harmless the Organizers and its respective affiliates and their respective officers, directors, employees, agents and representatives from and against any and all liability, loss, injury, damage, claim, cost and expense whatsoever arising directly or indirectly from the Offer.
19. In the event, the Offer is termed as void due to introduction of new legislation or prohibition imposed by an amendment to the existing legislation or by judicial orders, the Organizers shall not be liable to award the Benefit or any monetary/ non-monetary compensation in lieu thereof to the consumers.
20. For more information on Mobikwik SuperCash the consumers are required to refer to (<https://www.mobikwik.com/faq/supercash>) and in case of grievances, the consumer should follow the procedure set out on the website of Mobikwik under the head Grievance Policy (<https://www.mobikwik.com/grievancepolicy>).
21. The 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 this Offer shall be referred for the Arbitration of a Sole Arbitrator to be appointed by the Organizers whose decision shall be final and binding on all. The place of arbitration shall be Mumbai. The Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to the Offer.