

Terms and Conditions

Terms and Conditions of a limited period **Bajaj FANtastic Bonanza** (“Offer”) for the consumers in general trade of Bajaj Electricals Limited (“Company”) are as follows:

1. This Offer is operational across India except in the state of Tamil Nadu, on the purchase of all Ceiling Fans, Table Fans, Pedestal Fans and Wall-mount Fans under the brand name “Bajaj” (“Product”) from any retail store and shall be valid from 14th March 2018 to 12th July , 2018 (both days included) (“Offer Period”).

2. Paytm Benefit:

a. The consumers purchasing the Products will be eligible to get Paytm Mall Code (“Paytm Code”) for cashback of Rs.500/- (“Benefit”) by following the process specified in Sr. No. 6.

b. For receiving Paytm Code the consumers will have to send the combination of BFB<space>alpha-numeric QR Code from the warranty card>, before 12th July, 2018 from the date of purchase of the Product under this Offer to 9902391200. The Paytm Code will be valid on the minimum transaction of Rs.1,500/- though Paytm Mall and will be redeemable subject to the terms and conditions at www.paytm.com/offer/Bajaj-help. Maximum three (3) Paytm Codes availed under the Offer can be redeemed per Paytm Account during the Offer Period.

c. The Paytm Benefit is offered by the Company and operated in association with One 97 Communications Limited (“One97”) and Paytm E-commerce Private Limited (“Paytm Mall”) (collectively referred to as the “Organizers”) and the Company has authorized ‘Premier Sales Promotions Private Limited’ (“Agency”) to manage the operations of this Offer.

d. The Paytm Benefit is governed by these terms and conditions posted on the Company’s website (www.bajajelectricals.com/terms-and-conditions), the terms and conditions posted on Paytm Mall website www.paytm.com/offer/Bajaj-help and terms and conditions posted on Agency’s microsite www.bajajfans.bigcityexperience.com (the terms and conditions posted on the website of the Organizers and Agency are collectively referred to as “Terms”).

e. For more information on redemption of Paytm Code pertaining to redemption, the consumer should refer to www.paytm.com/offer/Bajaj-help.

3. Lucky Draw:

- a. By sending the SMS in accordance with Sr. No. 2(b), the consumer will have deemed to have participated in lucky draw (“Lucky Draw”) to win 1 GM or 3 GMS 22 karat gold (“Prize”) and will receive the participation confirmation SMS accordingly.
- b. The Company has authorized ‘Premier Sales Promotions Private Limited’ (“Agency”) to manage the operations of the Lucky Draw. The Lucky Draw will be governed by these Terms and the terms specified on the microsite of the Agency www.bajajfans.bigcityexperience.com.
- c. Criteria for availing benefits of the Offer:
 - i. The directors, employees, dealers, distributors, agents, vendors, representatives, business associates of the Company and/or the Agency 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.
 - ii. The participants who are selected as winners will have to bear incidental costs (if any) that may arise as an effect of winning the Prize.
 - iii. The participants who are selected as winners will have to bear all the taxes and/or incidental costs (if any) that may arise as an effect of winning the Prize.
 - iv. For any queries pertaining to the Lucky Draw, the consumers/ winners are required to write to the Agency at bfb@bigcity.in or call the Agency on +918040554868 from Monday-Friday between 10:30 a.m. to 5:30 pm excluding public holidays and bank holidays.
- d. Seven (7) winners of 1 GM 22 karat gold and one (1) winner of 3 GMS 22 karat gold will be selected every day throughout the Offer Period. The winners of Lucky Draw will be notified on their respective mobile numbers with the details of the call scheduled for further process.
- e. In the event the shortlisted winner does not answer the scheduled call and/or his/her contact number is busy/ unreachable, two (2) more attempts will be made to reach out to such shortlisted winner on the same/ next day. If such shortlisted winner cannot be contacted even on the third attempt (on account of not answering the call or his/ her contact number being not reachable), such shortlisted winner will be disqualified and will become ineligible to claim the Prize.
- f. If the shortlisted winner successfully responds to the call made by the Agency, such winner shall be required to provide their proof of identity, proof of address, copy of invoice along with duly filled & stamped warranty card and any other document as may be required and specified by the Agency, at the following address within Ten (10) days and/or.
Bajaj FANTASTIC Bonanza
BigCity Promotions Priavte Limited
4th Floor, Mitra Towers,

10/4, Kasturba Road,
Bangalore – 560001

- g. If applicable, the Agency may also ask the shortlisted winner to submit a Demand Draft/ Pay Order from the Nationalized Bank for the amount of the tax due and payable in respect of the Prize, drawn in favor of the Agency. The Agency will be responsible to issue necessary forms/ certificates in accordance with the Income Tax Act, to the winner for claiming the credit of the tax in respect of the said Prize.
 - h. On receipt of the documents as specified in Sr. No. 3(f) and 3(g), the same will be scrutinized by the Agency. On determining the authenticity of the documents, the Agency shall communicate to the winner about the process of collecting the Prize on respective mobile numbers and/or email IDs. The Prize will be sent to the winners through courier within 45 days from the date of such communication by the Agency or before the date specified in such communication in respect thereof.
 - i. Any postage/ courier charges for delivering the Prize to the winner shall be borne by the winner and it will be sole responsibility of the winner to ensure that the package containing Prize is duly received at the address provided by him/her. Once the package containing the Prize is dispatched by the Agency, the Company/ Agency will not be responsible for any accident/ mishap/ loss of the package in transit.
 - j. If the winner cannot be contacted and/or fails to comply with the requirements at Sr. No. 3(f) and 3(g) and/or declines/fails to take delivery of the Prize, then he/she shall be deemed to have waived the claim to the Prize and upon which, without any further notice, the Prize will be forfeited. No explanations for non-compliance of the requirements specified at Sr. 3(e), 3(f) and 3(g) and/or failure to take delivery of the Prize, will be accepted/ entertained by the Company and/or the Agency.
 - k. The Company will not be responsible for any quality issues in respect of the Prize. The Prize is offered on "AS IS" basis and WITHOUT WARRANTY OF ANY KIND, either express or implied, including but without limitation, the warranties of merchantability or fitness for a particular purpose i.e. the Prize is not supported with any warranty from the Company and/or Agency and/or any other person.
4. The Organizers/ Agency reserves the 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. It will be responsibility of the consumers to keep themselves apprised of the same.

5. The Company reserves the right to substitute the Benefit/ Prize under this Offer with an alternate benefit at its own discretion.
6. Participating to avail the Benefit/ Prize under this Offer is purely voluntary and optional for the consumer. However, by participating to avail Benefit/ Prize of this Offer, the consumer will have deemed to have accepted the Terms.
7. The Benefit/ Prize under this Offer is non-transferrable, non-refundable, non-exchangeable and no physical cash payment will be made in lieu thereof.
8. By participating in the Offer consumers confirms and would deemed to have been waived the applicability of rules and regulations of the National Do Not Call Registry (DO not Disturb status) and agrees to receive updates and promotional messages/ SMS/ Email/ Call for current and future offers/ contests/ campaigns from the Organizers.
9. The Organizers/ Agency does not accept any responsibility for any damage, loss, injury or disappointment of any kind suffered by the consumers by availing the Offer.
10. The Organizers/ Agency shall not be responsible for any tax implications that may arise for the consumer from the Offer.
11. The Organizers/ Agency 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.
12. The consumers availing the benefits of this Offer hereby irrevocably authorize the Organizers/ Agency and its affiliates to use the data gathered during and/or after the Offer in respect thereof in any of its communications including marketing promotions and advertisements.
13. The Organizers/ Agency will not be responsible for downtime on the mobile network, internet connection and related services, caused due to technicalities (like failure of equipment, configuration issue, network congestion), or due to decisions/ changes in regulations that are carried out by any statutory/ regulatory authority.
14. The Organizers/ Agency does not accept any responsibility for user error, late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS/ Email/ correspondence etc. whether due to error, omission, alteration, tampering, data hacking, deletion, theft, destruction, virus attack, data hacking, transmission interruption etc.
15. 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/ Agency, 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.

16. All Intellectual Property Rights in connection with the Products, Offer, Benefit, Prize, promotional material and/or any other contents, are the property of its respective owners.
17. 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 award any other benefit or compensation in lieu thereof to the customers.
18. The decision of the Organizers and Agency in any dispute arising out of or in connection with this Offer shall be final and binding.
19. 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 and Agency whose decision shall be final and binding on all. The place of arbitration shall be Mumbai. The Offer and the Terms shall be governed by the laws of India and the Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to the Offer.
20. For any queries pertaining to the Offer the consumer may call +918040554868 or write email to bfb@bigcity.in from Monday-Friday between 10:30 a.m. to 5:30 p.m., excluding public and bank holidays. No queries/ claims/ dispute/ complaints/ grievances shall be entertained by the Organizers/ Agency after sixty (60) days from the date of the closure of the Offer Period.

Terms and Conditions: Gold

1. Premier Sales Promotions Pvt. Ltd, will ensure to supply product merchandise in good condition, However Premier Sales Promotions Pvt. Ltd. & Bajaj Electricals Ltd shall not be liable/responsible for any defect in the product. The guarantee and warranty of the product shall be transferred, as received from the Manufacturer / Distributor.
2. The operational part of the scheme like handling and distribution of Product, shall be managed by the Premier Sales Promotions Pvt. Ltd; However, warranty card will be distributed through Bajaj Electricals Ltd.
3. All winners will need to submit the respective gift tax within 10 days of the announcement of results failing which the winner may be deemed, in Bajaj Electricals Ltd. sole discretion, to have forfeited his win. Bajaj Electricals Ltd reserves the right to reallocate the prize to another participant.
4. Product will be delivered within 45 business days after the details have been confirmed by the concierge.

5. Once the product is dispatched from the Premier Sales Promotions Pvt. Ltd. office, it shall not be liable for any in transit theft/damages to the product.
6. Any complaints regarding the non-delivery of the product should be made within 7 days from the time of dispatch (intimated through E-mail/SMS) of the products by Premier Sales Promotions Pvt. Ltd. After 7 days of intimation of dispatch, Premier Sales Promotions Pvt. Ltd. will not entertain requests pertaining to non-delivery of products.
7. As a practice, courier companies try to deliver the product 2 times to the customer if at the first instance courier company couldn't reach the customer for various of reasons such as (not limiting to) not at home, phone switched off, change of delivery address, wrong address etc. If the product is returned in such cases, Premier Sales Promotions Pvt. Ltd. will not be liable to dispatch the product again.
8. Any dispute arising out of or in connection with or as a result of the facility shall be subject to the exclusive jurisdiction of the courts of Mumbai only.
9. Product once delivered cannot be replaced under any circumstances.
10. Premier Sales Promotions Pvt. Ltd. will offer product warranty in case it is offered by manufacturer/distributor and all claims towards warranty need to be taken up with the manufacturer/distributor directly.
11. In case of a positive response from the shortlisted winner, each such shortlisted winner will be required to send the following documents:
 - a. Copy of duly filled warranty card with the winner's name
 - b. Copy of invoice
 - c. Copy of Pan Card
 - d. Copy of Valid address proof
12. This will be referred to as Participation Package for the winner. The completed Participation Package needs to be sent by registered post with Acknowledgement Due to the address mentioned below or by courier so as to reach within 7 days of the call made by Agency to the selected winner:

Bajaj Fantastic Bonanza
BigCity Promotions Pvt Ltd
4th Floor, Mitra Towers 10/4 Kasturba Road,
Bangalore, PIN Code – 560001
13. Upon receipt of the Participation Package, Bajaj Electricals Ltd. Or its Partner Agency shall scrutinize all documents. If all the documents submitted are in order and valid then be treated as a Confirmed Winner of the prize.
14. The prizes are personal to the winners and are not transferrable and cannot be sold under any circumstances. Prizes cannot be exchanged for cash or kind.
15. All the participants shall be required to ensure that the mobile number(s), e-mail address and/or other details provided by them to Bajaj Electricals Ltd via the website or otherwise are true, accurate and in use. Any liability, consequence or claim arising on account of any incorrect or outdated information provided by the participants to Bajaj Electricals Ltd shall solely be borne by the affected/concerned participants.

16. Bajaj Electricals Ltd shall at no time be required to verify the accuracy and/or correctness of the information so provided by the participants. Further, the participant is responsible for maintaining the confidentiality of their mobile phones, e-mail accounts and passwords.

General Terms and Conditions: Lucky Draw

1. Contest Details, Concept and Participation:

(i) These terms and conditions apply to the "Bajaj Fantastic Bonanza" " program for consumers (hereinafter referred to as " Contest") sponsored and launched by Bajaj Electricals Ltd. wherein consumers can participate by sending an SMS with a QR CODE number printed on the Warranty card to 09902391200

(ii) The contest is valid for PAN India except the state of Tamil Nadu from 14/03/2018 to 12/07/2018 (herein after referred as "Contest Period").

(iii) During the Contest Period Gold will be awarded to a winner who will be selected every Day of the Contest. Each winner shall be eligible subject to the conditions duly fulfilled by the shortlisted winner. (Contest Duration daily will be only from 12AM to 11:59:59PM)

(iv) During the Contest Period, 7 winners will be selected every day for a 1 GM Gold Coin (22 Carat) and 1 winner will be selected every day for a 3 GM Gold Coin (22 Carat) during the contest period. In total there are 968 gifts to be won during the contest period.

(v) All IPR rights including trademark, copy right and designs used are the property of their respective owners. Premier Sales Promotions has not taken any permission to use any of the product images, name, logo etc.

(vi) The Contest is subject to all applicable central, state and local laws and regulations.

(vii) Consumers participating or seeking to participate in the Contest shall individually be referred to as "Participant" and collectively as "Participants".

2. Agreement to Terms and Conditions:

(i) By participating in this contest, Participants fully and unconditionally agree to and accept these Terms and Conditions available on www.bajajelectricals.com/terms-and-conditions ("Contest Website") as well as the decisions of Bajaj Electricals Ltd., which are final and binding in all matters related to the Contest. Successfully entering the Contest and winning a prize is subject to all requirements set forth herein.

(ii) Bajaj Electricals Ltd. reserves the right to exclude any person from the contest on grounds of misconduct or criminal record.

(iii) Bajaj Electricals Ltd. reserves the right to terminate, modify or extend the Contest, at any time at its absolute discretion, without assigning any reason. All decisions of Bajaj Electricals Ltd. in respect of the Contest and the prizes therein will be final and binding.

3. Eligibility:

(i) This Contest will be open to all the residents of India except for state of Tamil Nadu, employees, their immediate family members, agents, distributors, retailers and any other channel partner of Bajaj Electricals Ltd. and the agency.

(ii) People below 18 years shall be allowed to participate with their parents or guardians providing the necessary documentation on behalf of the minor. In such a case, the parent (s) or legal guardian of the minor may redeem the prize at his / her own cost and shall execute the documents as required.

(iii) Bajaj Electricals Ltd. or its Agency will not be responsible for any NDNC (National Do Not Call) Registry regulation that will come into play. All Participants who participate will agree as per the terms and conditions that even if they are registered under NDNC, DND (Do Not Disturb), BAJAJ ELECTRICALS LTD. or its Agency will have all the authority to call such shortlisted winners by them having voluntarily participated in the Contest.

4. Contest Period & Contest Timings:

(i) The contest will commence from 12AM on 14/03/2018 to 11:59:59PM on 12/07/2018

(ii) The Participants can make an entry any time but only entries made between 12AM to 11:59:59PM (here in after referred as "Contest Timings") during the Contest Period will be eligible to win the gold.

(iii) Time of participation will be defined as the time at which the entry is received through the SMS mode of participation at Bajaj Electricals Ltd. computer.

(iv) Entries coming outside the Contest Period will not be considered for winner selection.

(v) The contest shall run on the specific promotional product pack.

5. Per Day Prize:

(i) Per Day Prize Participants will be chosen each day between 12AM to 11:59:59PM during the Contest Period and they will be eligible for Gold . Participants will be chosen through a computerized, scientific random selection by BAJAJ ELECTRICALS LTD. or the Agency appointed by BAJAJ ELECTRICALS LTD.

6. How to Participate:

Any participant can enter the contest any number of times from a mobile number through SMS during the contest period. The QR code number can be registered only once.

To participate in the Contest, customers must send an SMS:

(i) As a first step, Participants are required to send an SMS with a valid QR Code number printed on the Warranty Card to the long code from any GSM or CDMA mobile phone.

e.g. SMS BFB <space>Unique QR Code number on Warranty Card to 09902391200

(ii) After sending the SMS, Participant will get SMS regarding the contest.

For e.g. Thank you for your participation in the “CONTEST NAME” promotion. Your assured Paytm Offer Code is 123456. Please visit PaytmMall.com/Paytm Mall app to redeem your offer. For lucky draw, if you are a winner you will receive a congratulatory call from us. Winners list will also be published on www.bajajfans.bigcityexperience.com. For detailed T&C please visit www.bajajelectricals.com/terms-and-conditions

BAJAJ ELECTRICALS LTD. and the Partner Agency shall not be responsible for (including but not limited to):

For any SPAM generated messages

For any SMS message delivery failures

Any lost, late or misdirected computer transmission or network, electronic failures or any kind of any failure to receive entries owing to transmission failures or due to any technical reason

If the participant has registered himself to the DND of the telecom provider/ the participant has registered with National Do Not Call Registry/ Participant has specifically requested for not receiving messages for the specific campaign

Other conditions beyond its reasonable control

7. Winner Selection:

a) Every Day Prize

(i) A draw through random scientific selection will be conducted every day as per below.

(ii) 7 winners will be selected everyday within the time frame of 12AM to 11:59:59PM to win 1 gm (22 Carat) Gold Coin and 1 winner will be selected everyday within the time frame of 12AM to 11:59:59PM to win 3 gm (22 Carat) Gold Coin during the promotion period of 121 days. Therefore, there will be 968 unique winners selected during the contest period of 121 days. There will be in total 847 unique winners for 1 GM Gold Coin (22 carat) and 121 unique winners for 3 GM Gold Coin (22 Carat).). A customer can win for a maximum of 2 times per mobile number during the contest period.

b. Every Day Prize

(i) Prizes will be given subject to the winner satisfying the verification process of BAJAJ ELECTRICALS LTD.

(ii) The Every Day Prize cannot be transferred, exchanged or redeemed for cash. In the event that the winner does not take the prize in the time and manner stipulated, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize. Prizes must be taken as offered and cannot be varied.

(iii) Any unused Every Day prize is not-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken in exchange for cash.

(iv) BAJAJ ELECTRICALS LTD. shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and BAJAJ ELECTRICALS LTD. and/or its associates, affiliates and/ or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the product and service liabilities) for deficiency and/ or defect of any product/service and/or the prize or for any kind of consequential damages/ loss, in any manner whatsoever. If any Participant has any grievance with respect to the prize, he/she may directly contact the manufacturer.

(v) The image of the prize depicted on the press ads/posters/TVC's/pack shots etc. are for illustrative purposes only and the actual prize may vary from the depiction made.

(vi) BAJAJ ELECTRICALS LTD. or its Agencies shall not be liable for any loss or damage of the prize due to Act of God, Governmental action and other Force Majeure circumstances and shall not be liable to pay any compensation whatsoever for such losses.

(vii) Any participant of the contest who wins a prize during the Contest Period shall not be eligible to win any further prizes.

(viii) The winner generation will be done on the basis of Valid Number + Mobile number + PAN Card + Warranty Card.

8. Contacting Winners:

EVERY DAY PRIZE

(i) Once the Winners are selected, the Partner Agency appointed by BAJAJ ELECTRICALS LTD. shall contact the customer to choose for Gold .

(ii) In the event the shortlisted winner's number is busy, unreachable, or he/she does not attend the call, two (2) more attempts will be made to reach the Participant on that day and/or the next day. If even on the third attempt, the Participant does not attend the call, or is unreachable, the Participant's participation in the contest comes to an end and the Participant's entry stands canceled and Participant becomes ineligible to receive the prize.

(iii) In the event the shortlisted winner attends the call on either the second or third attempt, the procedure outlined in step (v) shall apply.

(iv) If any shortlisted winner remains unreachable on the third attempt or is not interested in continuing in the Contest or is otherwise ineligible to participate, the Agency shall conduct up to two (2) more random selections to shortlist a Participant. If even after a third random selection, no winner is selected, no prize shall be declared in respect of the contest.

(v) In case of a positive response from the shortlisted winner, each such shortlisted winner will be required to send the following documents and collateral:

- a. Copy of duly filled warranty card
- b. Copy of invoice
- c. Copy of Pan Card
- d. Copy of Valid address proof

This will be referred to as Participation Package for the winner. The completed Participation Package needs to be sent by email/courier/registered post with Acknowledgement Due to the address mentioned below or by courier so as to reach within 7 days of the call made by Agency to the selected winner:

Bajaj Fans Contest
BigCity Promotions Pvt Ltd
4th Floor, Mitra Towers
10/4 Kasturba Road
Bangalore – 560001

(vi) Upon receipt of the Participation Package, BAJAJ ELECTRICALS LTD. or its Partner Agency shall scrutinize all documents. If all the documents submitted are in order and valid then be treated as a Confirmed Winner.

(vii) No prize will be awarded if the information presented by the Participant(s) at the time of entering the contest is not factually correct.

(viii) The cost and expenses of postage shall be borne by the customer and The Partner Agency shall not be responsible for any accident or mishap or loss of the Participation Package by the participant in transit. The responsibility of ensuring that the Participation Package reaches the address as lies solely with the customer.

(ix) No justification/explanation for non-receipt of the Participation Package or any missing documents shall be accepted.

(x) In the event of death of the Confirmed Winner, no claim from the nominee or his/her legal heirs of the Confirmed Winner shall be entertained for receiving the prize.

9. Publicity:

(i) The Participant/s undertake and irrevocably and unconditionally permit BAJAJ ELECTRICALS LTD. to cover the Contest through various media including newspapers, radio television news channels, internet, point of sale materials, etc., and shall not raise any objection, protest or demur to such coverage or in this regard.

(ii) The winners must, at the request of BAJAJ ELECTRICALS LTD., participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to BAJAJ ELECTRICALS LTD. using their name and image in promotional material.

10. Intellectual Property:

(i) All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all responses received shall vest solely and exclusively with BAJAJ ELECTRICALS LTD. at all times. BAJAJ ELECTRICALS LTD. or any person or entity permitted by BAJAJ ELECTRICALS LTD. in this regard shall be entitled to use the responses received or any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the Participant.

(ii) All material submitted in connection with the Contest (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Participants are assigned to BAJAJ ELECTRICALS LTD. upon submission and become the property of BAJAJ

ELECTRICALS LTD. exclusively. BAJAJ ELECTRICALS LTD. may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of BAJAJ ELECTRICALS LTD.

11. General Conditions

(i) Each Participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Contest the Participant warrants that all information provided by Participant regarding Participant's name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.

(ii) The decision of BAJAJ ELECTRICALS LTD. or its Agency, as regards the selection of winners and distribution of the prizes shall be final, subject only to BAJAJ ELECTRICALS LTD. 's approval. No correspondence or any other claims whatsoever, in this regard will be entertained.

(iii) No queries, claims, dispute, complaints or grievances shall be entertained by BAJAJ ELECTRICALS LTD. and its agency after 60 days from the date of the closure of the contest.

(iv) The Gold cannot be exchanged and is not transferable and cannot be converted into cash.

(v) The Agency shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and BAJAJ ELECTRICALS LTD. and/or its associates, affiliates and/ or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the product and service liabilities) for deficiency and/ or defect of any product/service and/or the prize or for any kind of consequential damages/ loss, in any manner whatsoever.

(vi) BAJAJ ELECTRICALS LTD. reserves the right to change, defer, alter or cancel this Contest in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Any decision of BAJAJ ELECTRICALS LTD. in this regard and in general with respect to this Contest and the terms and conditions thereto shall be final, binding and non-contestable.

(vii) Nothing contained herein amounts to a commitment or representation by BAJAJ ELECTRICALS LTD. to conduct further Contests.

(viii) The decision of BAJAJ ELECTRICALS LTD. shall be final in all regards and no communication shall be entertained in this regard. None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between any Participant and BAJAJ ELECTRICALS LTD. and the Participant shall not have the authority to bind BAJAJ ELECTRICALS LTD. in any manner whatsoever

(ix) BAJAJ ELECTRICALS LTD. or any of its respective officers/employees/directors shall not be responsible for delayed, lost, mutilated, corrupted or illegible documents etc.

(x) BAJAJ ELECTRICALS LTD. or its Agency shall not be liable to perform any of its/their respective obligations under the Contest or in respect of the prize where it is unable to do so as a result of circumstances beyond its/their control in the nature of fire, explosions, natural calamities, state emergency, riots, or any other Force Majeure condition, etc., and shall not be liable to compensate the Participant in these circumstances.

(xi) BAJAJ ELECTRICALS LTD. or its agency shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Contest due to any government restrictions.

(xii) Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of BAJAJ ELECTRICALS LTD. or its Agency.

(xiii) BAJAJ ELECTRICALS LTD. or its agency accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS, loss of internet connectivity, unique codes, documents, demand drafts, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. BAJAJ ELECTRICALS LTD. or its agency shall not be liable for any consequences of user error including (without limitation) costs incurred.

(xiv) The prize will be dispatched within 45 business days.

(xv) If a Participant is dissatisfied with the Contest or the Contest rules and/or any content or any requirements of the Contest form, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Contest.

(xvi) If a person chooses to access the Contest Website from outside India, he/she shall do so on his/her own initiative and shall be responsible for compliance with applicable local laws of the country.

(xvii) The participation in the Contest is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.

(xviii) To participate in this contest Regular call and message rates apply

(xix) To use this offer, Standard fair usage policy and usage norms set by the respective telecom operator apply

(xx)The Contest is subject to the guidelines/directions issued by the Telecom Regulatory Authority of India, Department of Telecommunications, and any governmental or statutory authority as may be applicable from time to time.

(xxi)The Offer is subject to the guidelines/directions issued by the Telecom Regulatory Authority of India, Department of Telecommunications, and any governmental or statutory authority as may be applicable from time to time.

12. Release and Limitations of Liability:

(i) BAJAJ ELECTRICALS LTD. and the agency shall under no circumstances be liable, whether jointly or severally, for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of acceptance of any prize.

(ii) By entering the Contest, the Participant hereby releases from and agrees to indemnify BAJAJ ELECTRICALS LTD., and/ or any of its respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the prize or participation in the Contest including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.

(iii) BAJAJ ELECTRICALS LTD. and the agency accept no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself, Agency or third parties in relation to the prizes.

(iv) The Participant shall be solely responsible for any consequences which may arise due to his/her participation in the Contest by conducting an illegal act. Participant also undertakes to indemnify BAJAJ ELECTRICALS LTD. and/or the Agency and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by BAJAJ ELECTRICALS LTD. or the Agency on account of such act on the part of the Participant.

(v) In consideration of BAJAJ ELECTRICALS LTD. allowing the Participant/s to take part in the Contest, to the maximum extent permitted by law, the Participant/s waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against BAJAJ ELECTRICALS LTD. , its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the Contest or related to the Contest or the prize of the Contest.

13. Dispute:

(i) The courts of competent jurisdiction at Mumbai shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Contest. Participation in the Contest is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including (without limitation) this clause.

(ii) Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participants and/or BAJAJ ELECTRICALS LTD. and/or Partners of this Contest, shall be governed and construed in accordance with the laws of the Republic of India.

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