

## Win With Morphy Richards Offer

Following are the terms & conditions (“Terms”) of the **Win With Morphy Richards Offer** (“Offer”) conducted by **Bajaj Electricals Limited** (“Company”) for products sold under the brand Morphy Richards. The said Terms are also made available on our website <https://www.morphyrichardsindia.com/tnc.aspx>

1. Eligibility: In order to participate in the Offer, a participant should:

- a. be a resident of India but outside the state of Tamil Nadu;
- 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. Acceptance of Terms: By participating in the Offer, the Participant deemed to have accepted these Terms.
3. Duration: The Offer will begin on 10/06/2020, and end on 09/07/2020 (“Duration”). No participation Entries will be permitted/accepted after the end of the scheduled time.
4. 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 participate and avail the benefits of the Offer.
5. Submission of Participation Entries: For participating in the Offer, the participant is required to enter the requisite details by logging into the link at [https://www.morphyrichardsindia.com/win\\_with\\_MR\\_contest\\_registration.aspx](https://www.morphyrichardsindia.com/win_with_MR_contest_registration.aspx) (“Participation Entries”) Everyone shall be entitled to submit only one participation entry and should complete all the details as mentioned therein. Incomplete submission of details shall lead to disqualification of the Participant. Decision of the Company in this regard shall be final and binding.
6. Prizes:
  - a. Once the Participant has filled in all the necessary details as required in clause 4 and the Company has satisfied itself as to the correctness and completeness of such details, all Participation Entries shall be eligible for a lucky draw.
  - b. The Company shall announce the weekly winners of the lucky draw together on 10/07/2020.
  - c. The winner of the lucky draw shall get one Morphy Richards Product (“Prize”).
  - d. The prizes are non-transferable and no cash alternate to the prizes will be Offered.
  - e. The Company reserves the right to substitute any prize with another without giving notice.
7. Delivery: The Prize will be delivered by the Company through the reputed courier/ registered, at its own cost, post at the address provided by the Customer. 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 store from which the Morphy Richards Product was purchased by the Participant 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 Designated Store 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. **Termination:** The Company reserves the right to cancel the Offer and/or amend the Terms without notice. Any changes to the Terms, or cancellation of the Offer, will be posted on the Company's Website and it will be the responsibility of the participants to keep themselves apprised of the same.
10. 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 Offer benefit.
11. Any costs incidental to or arising from or connected with the Offer shall be the responsibility of the Participant and Company shall not be responsible or liable for the same.
12. 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.
13. 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.
14. 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.
15. 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.
16. Participant has entered 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.
17. 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, 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 Offer.
18. 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 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.
19. 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 Prizes or any compensation in lieu thereof to the Participant.
20. 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 from time to time on his/her registered mobile number, through SMS or voice calls, during the subsistence of Offer.
21. 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.
22. As a pre-condition to and in consideration of participation in the Offer, 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 Offer, the promotion of the Offer, 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 Offer by writing into the company.