

## Terms & Conditions

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

1. This Offer is operational in the state of Kerala, on the purchase of the “Morphy Richards” branded products specified at Sr. No. 3 (the “Product”) from Retail Stores (“Designated Stores”), and shall be valid from 11<sup>th</sup> August, 2018 to 11<sup>th</sup> September, 2018 (both days included) (“Offer Period”).
2. The institutional orders shall not qualify for availing benefits of this Offer.
3. The consumers purchasing the Products from the Designated Stores will be eligible to receive Onam Celebration Scratch Card (“Scratch Card”) which will contain 15 digit unique code (“Code”) and description of assured gift (“Gift”) out of the list specified against the Product Price Range Slab mentioned hereunder:

| Product Price Range Slab (MRP) | Gift                             | Gift MRP (Rs.) |
|--------------------------------|----------------------------------|----------------|
| Rs.1,299 – Rs.2,499            | Sony LED TV 32"-HD ready         | 25,900         |
|                                | Philips Sound Bar                | 9,600          |
|                                | Philips Head Phone               | 399            |
|                                | Book My Show Movie Voucher       | 250            |
| Rs.2,500 – Rs.4,999            | Panasonic Full HD LED TV 43 inch | 33,000         |
|                                | JBL Bluetooth Speaker Flip 4     | 9,999          |
|                                | Ambrane Powerbank 4000 mah       | 1,599          |
|                                | Book My Show Movie Voucher       | 400            |
| Rs.5,000 – Rs.40,000           | Samsung S9                       | 57,900         |
|                                | American Tourister Overnighter   | 9,800          |
|                                | Samsung Bluetooth Headset        | 2,099          |
|                                | Book My Show Movie Voucher       | 500            |

4. The Company has authorized ‘Team Promotion Private Limited’ (“Agency”) to manage the operations of the Offer and delivery of the Gifts and the Offer will also be governed by the terms and conditions on [teamrewardz.com/morphygiftpromo](http://teamrewardz.com/morphygiftpromo).
5. Criteria for availing benefits of the Offer:
  - a. The consumers to follow the process specified at Sr. No. 6 within thirty (30) days from the date of purchase or by 5:00 pm on 30<sup>th</sup> September 2018, whichever is earlier. Any registration after 5:00 pm on 30<sup>th</sup> September, 2018 will not be valid for any reason whatsoever.
  - b. Torn/ damaged/ mutilated Scratch Card shall not be considered valid for the purpose of availing benefit under this Offer.
  - c. 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.
  - d. The participation in the Offer will be valid for individual Scratch Code and multiple entries by the consumer using the same email ID and mobile no. will not be permitted.
  - e. The consumers will have to bear incidental costs (if any) for receiving the Gift.
  - f. For any queries pertaining to the Offer, the consumers are required to write to the Agency at [morphygiftpromo@teampromotions.in](mailto:morphygiftpromo@teampromotions.in) or call the Agency on 011-40035100 between 10:00 am to 5:00 pm from Monday-Friday excluding public holidays and bank holidays.
6. Process to receive the Gift under the Scratch Card:
  - a. Log on to [teamrewardz.com](http://teamrewardz.com) (“Redemption Portal”) by entering the Code received in Scratch Card;
  - b. Enter name, address, email ID and mobile number in appropriate field;
  - c. Upload the copies of following documents in JPG/ PDF format:
  - d. Product purchase invoice, clearly showing date of purchase;
  - e. Front side of the Scratch Card showing Code and description of Gift.

- f. The details on the Product purchase invoice and the details entered on Redemption Portal should match. Any variation therein would render the entry invalid and the consumer will be ineligible to avail benefit under this Offer.
  - g. The Agency shall confirm the registration and in case the Gift attracts tax as per provide Income Tax Act, 1962 and Rules thereunder shall inform the amount of such tax due and payable in respect of the value of the Gift.
  - h. The consumer will be required to send the Demand Draft for the tax due and payable in respect of the value of the Gift, drawn in favour of the Agency and payable at New Delhi, within seven (7) days from the date intimation in terms of Sr. No. 6(e) at the address mentioned in the said communication.
  - i. The entry and registration by the consumer following the said process will be unconditional and unequivocal acceptance of the Terms of this Offer.
  - j. In the event the consumer is dissatisfied with the Terms of this Offer, his/her sole remedy will be not to participate in this Offer.
7. The Company/ Agency will not be responsible for any damaged/ lost/ stolen Scratch Card and no new Scratch Card will be issued in lieu thereof under any circumstances.
8. The Gift will be delivered by the Agency through the reputed courier/ registered post at the address provided by the consumer, which will take minimum fifteen (15) days' time after completion of process by the consumer as set out at Sr. No. 6.
9. In the event the courier service/ registered post service is unable to deliver the Gift on the address provided by the consumer the Gift will be delivered to the Designated Store from which the Product was purchased by the consumer and the consumer will be notified of the same on its email ID and/or mobile number. The consumer will be required to collect the Gift from such Designated Store within fifteen (15) days from the date of intimation thereof.
10. The Gift in form of Movie Vouchers will be sent vide email on the registered Email ID of the consumer within 24-48 working hours from the time of the valid registration and are redeemable at [bookmyshow.com](http://bookmyshow.com) in accordance with the steps and terms & conditions mentioned in the said email.
11. If the consumer cannot be contacted and/or fails to comply with the requirements at Sr. No. 6 and/or does not provide a Demand Draft in lieu of the tax due and payable in respect of the Gift and/or declines/fails to take delivery of the Gift in any manner, then he/she shall deemed to have waived the claim to the Gift and upon which, without any further notice, the Gift will be forfeited.
12. The consumer shall be required to check the Gift at the time of delivery for any external damages. Any complaint/ grievance for the external damage to the Gift 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 person. In the event of any functional defect, the same should be informed to Agency within one (1) week from the date of receiving of the Gift. The Agency/ Company shall not be responsible to replace the Gift for any manufacturing/ functional defects reported after one week. However, the consumer may contact manufacturer's authorized service centres for resolving any such complaints.
13. The Gift offered shall not be exchanged for cash, credit note or in any other kind.
14. The Gift offered are subject to stock availability and the Company/ Agency reserves the right to substitute the Gift under this Offer with an alternate gift of equivalent value at its own discretion.
15. The images of the Gift shown in the Offer document are only for representation purpose and the actual design/colour of the same may vary.
16. 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.
17. The benefits under this Offer cannot be availed along with any other offer/ scheme by the Company in respect of the Products.
18. The benefits/ Gift under this Offer is non-transferrable, non-refundable and no physical cash payment will be made in lieu thereof. The Scratch Card

19. The consumer participating in this Offer for availing the benefit, would deemed to have been waived the 'Do not Disturb' status ("DND").
20. The Company/ Agency does not accept any responsibility for any damage, loss, injury or disappointment of any kind suffered by the consumers by availing the Offer.
21. The Company/ Agency shall not be responsible to compensate the consumer for any tax implications that may arise for the consumer from the Offer.
22. The Company will not be responsible for any quality issues in respect of the benefits of the Gift. The Gift 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, either from the Company and/or Agency. The Gift will be governed by terms and conditions of respective manufacturers and/or service providers.
23. This Offer is in no way sponsored, endorsed or administered by, or associated with the brands Sony/ Panasonic/ Samsung/ Phillips/ American Tourister/ JBL/ Ambrane/ BookMyShow or any of its affiliates and by participating in this Offer the consumer shall release these brands and organization owning the brands from any claims.
24. The Company/ 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 etc.), or due to decisions/ changes in regulations that are carried out by any statutory/ regulatory authority.
25. Any attempt to deliberately damage the Company's and/or Agency's website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Offer may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Company and/or Agency reserves the right to seek remedies and damages from any such person, as may be permitted by law.
26. The Company/ Agency will not be liable for any loss or damage in the event the Company and/or Agency and/or its representatives cannot perform their respective obligations under the Offer on account of circumstances beyond their control in the nature of fire, explosions, natural calamities, state emergency, riots, government restrictions or on account of computer virus, bugs, tampering, unauthorized intervention, technical failures or any other force majeure condition, and will not be liable to pay any amount as compensation or otherwise for any such loss.
27. The Company and the Agency 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. The Company and the Agency shall not liable for the consequences of consumer error illegible/ incomplete/ invalid entries and claims in respect thereof.
28. 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 Company, its affiliates, their respective officers, directors, employees, agents, representatives and the Agency from and against any and all liability, loss, injury, damage, claim, cost and expense whatsoever arising directly or indirectly from the Offer.
29. 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. It will be responsibility of the consumers to keep themselves apprised of the same.
30. 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 Gift or any compensation in lieu thereof to the customers.
31. The decision of the Company in any dispute arising out of or in connection with this Offer shall be final and binding.
32. 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 Company and/or the Agency 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.