

## **Polycab Experts+ Program Terms and Conditions**

The following terms and conditions ("T&C") shall govern the relationship between Polycab India Limited (hereinafter referred to as "Company") and the Programants (or programants) (defined below hereinafter) and shall be applicable to the 'Polycab' program – "Experts+" organized by the Company (hereinafter referred to as "Program") that shall be available to selective electricians registered under the Polycab Experts Application as "Electricians". The Company reserves the right to amend and/or supplement these T&C as it may deem appropriate. Any such changes shall be deemed effective with immediate effect and the Programant shall be deemed to have consented thereto.

### **General Terms & Conditions**

- The programants will participate in the Program at their own cost and expenses. The Company shall not be responsible for any cost or expenses incurred by the Programants.
- The participation in the program is voluntary. By participating in the program, the Programant shall be deemed to have read, understood, and unconditionally accept the terms and conditions of the program and further agree to be irrevocably bound by these T&C.
- By participating in the Program, the Programant hereby consents to allow The Company and its authorized service providers to access information of the Programant on the Program Platforms of The Company or anywhere else for the purpose of this Program
- By participating in the Program, it would be deemed that the Programant agrees to have given permission to the Company to contact them through call, SMS, email or WhatsApp for the purpose of announcing their rewards and use their contact details shared by the Programant to send out any promotional and advertising communications relating to any products marketed, distributed and/or supplied by the Company. The Programant unconditionally agrees not to make any claim or raise any complaint against the Company and/or its officers, directors, employees, group company or any authorized third-party agency in this respect.
- All rewarded Programants are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by the Company to ensure complete compliance with the program's terms and conditions. The Company reserves the right to verify the rewarded Programant's details either on their own or through its authorized agency / person and the rewarded Programant shall provide all necessary assistance in such verification. In exercising this right, the Company may ask the rewarded Programant to provide any documentary or other form of evidence regarding the information submitted by the rewarded Programant at the time of registration, and if such evidences fail to substantiate the information provided by the Programant to the Company, then the Company in its sole discretion, shall have the right to disqualify the rewarded Programant(s) without any liability.
- The Program cannot be combined with any other program and/or offer from the Company, subsisting or announced at the same time or on a future date by the Company.
- The Company reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Program or any part thereof at its sole discretion at any time during its validity and without notice, as shall be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and/or force majeure events and the same shall be binding on the Programants.

- Suspected or actual fraud and/or suspected or actual abuse relating to the Program, by way of fake or duplicate profile or profiles may result in disqualification of the Programant's participation in the Program in addition to any other rights or remedies available to the Company whether in law or equity against the Programant.
- Failure by the Company to enforce any of its rights at any stage against Programant does not constitute a waiver of those rights.
- Limitation of Liability: Except for any liability that cannot be excluded by law, the Company (including its directors, officers, employees and agents) excludes all liability for any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Program.
- Severability: If any terms and conditions of the Program are found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions, unless it is practically not possible to administer the Program.
- Decision of The Company on all aspects including with regard to administering the Program shall be final and binding on the Programant.
- Eligibility Criteria and how to participate in the Program is set out as follows

**Applicability:** Selective Polycab Experts Registered Large Electricians & Small Contractors

**Program Period:** 1<sup>st</sup> May 2023 to 30<sup>th</sup> August 2023

**Criteria to Participate:**

- The Polycab Experts Plus ("the Program") is organized by Polycab India Limited
- Programants participating or seeking to participate in the program shall individually be referred to as "Programant" and collectively as "Programants"
- Participation in this program is purely voluntary
- By participating in this program, each Programant is deemed to have accepted the complete terms and conditions of this program available on <https://polycab.com/> ("Polycab Experts+ T&Cs") as well as the decisions of Polycab India Limited which are final and binding in all matters related to the program. Successfully entering the program and winning the reward is subject to all requirements set forth herein.
- Only the invited large electricians and small contractors are eligible to participate in the program and the following are not eligible to Employees, contractors, directors and officers of Polycab India Limited its subsidiaries and affiliated companies, Distributors, Retailers, Architects, Consultants, Web design, advertising, fulfilment, judging and promotion vendors involved in the administration, development, fulfilment and execution of this Program (collectively, "Promotion Parties") and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") of such persons.
- The Program shall be live from 00:00 hours on 1<sup>st</sup> May 2023 and shall close on 30<sup>th</sup> August 2023 at 23:59 hours ("Program Period"). A day for the requirement of the Program Period is 00:00 hours to 23:59 hours of a particular day.
- The Program is subject to all applicable central, state and local laws and regulations. This program is via invitation only and the invited members should scan the Polycab Wires and Switchgears in Polycab Experts Program with their registered mobile numbers

- The Programant will score runs basis the below scans
  - Every scan of any Retail Wire coil = 8 Runs
  - Every Green Wire coil scan = 12 runs
  - Every Switchgear (1 Pole) scan = 2 runs
  - Every Switchgear (more than 1 Pole) scan = 4 runs
- The Programant needs to score a minimum of 1,200 Runs to be eligible for the Rewards
- The mix of scanning could be a combination of any product Retail Wire, Green Wire & Switchgear (1 pole) and Switchgear (more than 1 pole)
- The applicable products for this program are Polycab Wires & Switchgear only
- The rewards structure is geography dependent basis the region that the Programant is registered under in the Polycab Experts Application.
- The southern, eastern and central region states are as defined internally by Polycab and include - Karnataka, Tamil Nadu, Telangana, Andhra Pradesh, Kerala, Other Southern Markets, West Bengal, Orissa, North-Eastern States, Bihar, Jharkhand, Madhya Pradesh, Chhattisgarh
- The northern and western region states are as defined internally by Polycab and include - Maharashtra & Goa, Uttar Pradesh, Rajasthan, Delhi, Punjab, Jammu and Kashmir, Haryana, Himachal Pradesh, Uttarakhand, Chandigarh, Gujarat

#### Benefits:

- The Programants will be eligible for rewards basis the table below –

Minimum Target Runs	Maximum Runs	Bonus Runs	Rewards
1200	2499	10%	Silver
2500+		25%	Silver or Gold

#### Program Calculation:

- After completion of the program period, Runs will be calculated by Polycab
- Based on the Runs scored, the Programant will fall in any one slab and reward will be selected accordingly and the Programant will get bonus points on achieving a particular slab and accordingly, the Reward value will be calculated (slab + bonus)
- The calculation of Runs is based on scanning in Polycab Experts App only
- No Runs will be provided for purchase of those products on which there is no Loyalty code printed and other products
- The decision of which rewards structure is applicable to any particular state will be made by Polycab and this decision is final.

#### Reward Details:

- The gold and silver offered as rewards in this program are purely for promotional purposes and are not intended to be used for any other purposes.
- The rewards will be given as per the prevailing market rates of gold and silver on the day of awarding the prize, and the winners will be responsible for any fluctuations in the value of gold and silver thereafter.
- The reward winners will be solely responsible for the safekeeping of the gold and silver reward, and the company will not be liable for any loss, theft, or damage caused to the coins after they are handed over to the winners.

- The company reserves the right to substitute the gold and silver reward with any other reward of equal value at its discretion.
- The winners may be required to sign a declaration and provide any other documentation deemed necessary by the company to comply with the regulations set forth by the Reserve Bank of India and any other applicable laws and regulations.
- The rewards and gifts are subject to TDS u/s 194R of Income Tax Act, and if applicable, will be borne by the recipient
- The company reserves the right to cancel or modify the program or its terms and conditions at any time without prior notice to the Programants.
- The decision of the company regarding the selection of winners and any dispute arising from this program will be final and binding on all Programants.
- The winners will be contacted through phone number registered with Polycab Experts program for verification and delivery of the reward
- The Programants and winners may be asked to send their contact details and photos to Polycab India Limited, as per the request of Polycab India Limited
- The Reward cannot be transferred, exchanged or redeemed for cash or kind. In the event, a Programant or a Winner does not accept the reward in the time and manner stipulated, then the reward will be deemed to be forfeited. Reward must be taken as offered and cannot be varied. Any unused reward is non-transferable, non-refundable, and non-redeemable for other goods or services and cannot be exchanged for cash or kind. Polycab India Limited reserves the right to modify the reward to a reward of equivalent value
- The image of the reward if depicted on the ads/posters/TVC's/pack shots, program documents, letters, etc. are indicative only, and the actual Reward may vary from the pictures.
- In the event a Winner is unreachable on the contact details they have provided, two (2) more attempts will be made to reach the Winner on that day and/or the next day. If even on the third attempt, the Winner does not revert, or is unreachable, the Winner's participation in the program comes to an end. Their eligibility stands cancelled, and they become ineligible to receive the reward.
- In the event there is no response or incorrect details received from the Winner, Polycab India Limited shall not be held responsible for non-delivery of the reward.
- The reward will be given to the Winner after completion of such audit and verification process as deemed fit by Polycab India Limited.
- Polycab India Limited reserves the right to withhold the reward in the event of submission of false, incorrect, misleading, or fraudulent information and/or in the event of fraudulent practices like website or mobile system hacking, etc.
- The Programants have an option of not providing the personal information as required under this program. The Programants also have an option to withdraw their consent in relation to usage of personal information during the Term of the Campaign. In such cases, the eligibility of the Programant shall not be considered, and Programant shall not be eligible for the reward. The Programants may reach out to [experts.program@polycab.com](mailto:experts.program@polycab.com) for such withdrawals.
- By availing the reward and/or taking part in the program, all Programants agree that Polycab India Limited shall be at liberty to use Programant's name and/or photo and/or video that may appear in any advertisements / promotions/media coverage or publicity in any form which exists today or will be known anytime in the future, without any consideration to the Programant or Winner. No fees or other sums are to be paid to the Programants or Winners on account of taking part in the aforementioned advertisements / promotions.

- Polycab India Limited reserves the sole and absolute right to terminate, modify or extend this Program, at its absolute discretion without notice and without any liability, without assigning any reason whatsoever.

#### **Disclaimer of Warranties**

- Polycab India Limited has compiled and organized the content of this Program to the best of its knowledge and provides it on an “as is” basis. No representation is made, or warranty given, either express or implied, for the completeness, accuracy, reliability, security, timeliness, or fitness for a particular purpose, of the content of the Program.
- No information obtained by the Programant from the Program shall create any warranty not expressly stated by Polycab India Limited in these Terms and Conditions.
- Polycab India Limited reserves the right to modify or close the program at its own discretion and without prior announcement.

#### **Limitation of liability**

- The Programant agree to participate in the Program at the programant’s own risk. Polycab India Limited cannot be held liable for any direct or indirect or other losses or damages of whatsoever kind (whether based on contract, tort, delict, warranty or any other legal theory) resulting from the Terms and Conditions of the Program, or from the inability to participate in the Program, from inaccuracies or omissions in this Program, from any decisions the Programant may make based on information contained in this Program, even if Polycab India Limited has been advised of the possibility of such damages. If the Programant is dissatisfied with the Program, its services, its content, the Programant’s sole and exclusive remedy is to discontinue the Programant’s participation of the Program.

#### **Financial disclaimer**

- Nothing contained in the Program shall be deemed to be either advice of a financial nature to act or not to act in any way whatsoever or to participate in the Program, whether listed or unlisted, in Polycab India Limited or any of its entities.
- Certain information discussed in this Program may constitute forward-looking statements regarding the financial positions, results of operations, business and industrial strategy of the Polycab India Limited. Such statements are based on hypotheses that may prove incorrect and are subject to risks and uncertainties, including fluctuations in exchange rates, raw material costs, the capacity to achieve cost reductions without negatively impacting on operations, environmental regulation issues and general economic and financial conditions.
- Polycab India Limited is under no responsibility to update such statements in light of new information or future or other events.

#### **Compliance with law**

- The Programant agrees to participate in the Program in strict compliance with all applicable laws, rulings, and regulations and in a fashion that does not, in the sole judgment of Polycab India Limited, negatively reflect on the goodwill or reputation of Polycab India Limited and shall take no actions which would cause Polycab India Limited to be in violation of any laws, rulings or regulations applicable to Polycab India Limited.

**Indemnity**

- The Programant agrees at all times to indemnify, defend and hold harmless Polycab India Limited, its agents, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever sustained, incurred or paid by Polycab India Limited directly or indirectly respect of (i) any information or other content the Programant provides on or through this Program and (ii) the Programant's use or misuse of the content of this program, including without limitation infringement claims in.

**Other Disclaimers**

- The Company shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological difficulties or any other force majeure event that may prevent a Programant from participating in the Program. Further, the Company and/or its authorized service provider will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or content or rewards; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Company; or (e) any printing or typographical errors in any materials associated with the Program.
- In the event that the Program is considered, declared or deemed void in any state under the governing law, then the Company shall not be liable to provide any free cash-back, gift(s) or compensation to the Programant on any account.
- Failure by the Company to enforce any of its rights at any stage shall not constitute a waiver of those rights by the Company.
- In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Program, these T&C shall prevail over all such other instructions, rules and conditions or any other document or agreement.

**Governing law and Jurisdiction:** These T&C shall be governed by the laws of India and the appropriate courts at Mumbai shall have exclusive jurisdiction in respect of all the subject matter with relation to the Program.

**Force Majeure:** The Company reserves the right to modify or cancel the Program at its sole discretion in the event of any force majeure events including but not limited to natural disasters, terrorism related risks, civil war, government actions or any reasons, which in the opinion the Company may adversely affect the Program or if continuity of the Program is not be commercially viable to the Company or for any other circumstances beyond the reasonable control of the Company.

**Survival:** These T&C shall continue to prevail even after the expiry of the Program Period.