

Terms and conditions for Polycab contest – #FanBanDiya

The following terms and conditions (“T&C”) shall govern the relationship between Polycab India Limited (hereinafter referred to as “Company”) and the Contestants (defined below hereinafter) and shall be applicable to the ‘Polycab’ contest – ‘FanBanaDiya’ wherever applicable organized by the Company (hereinafter referred to as “Program”) that shall be available on Facebook, Twitter, and Instagram page of the Company (hereinafter collectively referred to as “Program Platform”). 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 Contestant shall be deemed to have consented thereto. The contest period shall be 5th June 2024 till 29th June 2024.

The contest is open to Indian citizens permanently residing in India only. Contest does not apply to locations prohibited by law or government order. Employees, contractual employees or third-party employees, fixed term contract employees, retainers and advisors of Polycab India Limited and its affiliates, subsidiaries, assignees, representatives and other persons to whom the Polycab Code of Conduct applies, and their “Immediate Family Members” are not eligible to participate. Residents of other countries residing in India and non-resident Indians are also not eligible to participate in the Contest. ‘Immediate Family Members’ shall mean spouse of a person, and includes parents (including step-parents), siblings (including step-siblings), spouses of siblings, and children (including stepchildren) of such person or of the spouse, and spouses of children, members of Hindu Undivided Family. Contest will not run in state of Tamil Nadu and other States and Union Territories where prohibited by law or government order

General Terms and Conditions (T&C):

PART - I

1. The Program shall be promoted on the Program Platform unless otherwise modified or extended by Polycab.
2. The Contestants 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 Contestants.
3. The participation in the Program is voluntary. By participating in the Program, the Contestant 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.
4. Eligibility Criteria and how to participate in the Program is set-out as follows:
 - i. Contestants should be above the age of 18. Contestants shall be eligible to participate in the Contest by:
 - Twitter: Use hashtag #FanBanaDiya & #Polycab, Tag Polycab while commenting their answer or uploading their screenshots from the anthem on their personal social media handle as an entry in the contest wherever applicable.
 - Facebook: Use hashtag #FanBanaDiya & #Polycab, Tag Polycab while commenting their answer or uploading their screenshots from the anthem on their personal social media handle as an entry in the contest wherever applicable.
 - Instagram: Use hashtag #FanBanaDiya & #Polycab Tag Polycab while commenting their answer or uploading their screenshots from the anthem on their personal social media handle as an entry in the contest wherever applicable
 - ii. The Contestant must ‘follow’ the Company’s official handle on the respective platform chosen by the Contestant for sharing their answer or uploading their entry as an answer, to be eligible for the Program failing which the entry of the Contestant shall be disqualified. The contestant must also tag 5 of their friends/followers while submitting the entry to the contest.
 - iii. A few Trivia based contest for #FanBanaDiya would require it’s users to participate in all 4 series of it’s contest. (Wherever applicable through communication)

5. The Company reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify the terms, rules or provisions in respect of the Contest or any part thereof at its sole discretion at any time during the Contest Period, 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 Contestants.

6. The Company and its panel of judges will review, judge and select the winners out of all the eligible entries received during the Program period. All eligible entries submitted will be individually judged by the Company and its panel of judges in their sole discretion. The Company and its panel of judges will at its discretion select the winner basis a lucky draw & share the name (along with location) of the winner on their social media page using a post/ story or by replying to a comment.

7. The winning Contestants of the Program shall be announced in the Program Platform by the Company, within 60 days from the end date of the Program Period. The winners of the contest will be chosen collectively from all social media platforms that the company is running the contest on.

8. This Program is in no way sponsored, endorsed or administered by Facebook, Instagram, Twitter or any other social media platform. The Contestant will be providing their information to the Company and not to any social media platforms. By participating in the Program, the Contestant hereby consents to allow the Company and its authorized service providers to access information of the Contestant on the Program Platforms of the Company or anywhere else for the purpose of this Program.

9. The Contestant agrees that all/any post/comment/reel/story appearing in the Program Platform with regard to the Program by the Contestants shall be their sole responsibility.

10. By participating in the Program, it would be deemed that the Contestant agrees to have given permission to the Company to contact them through call, SMS or email for the purpose of announcing them as winners. Contestant by participating in the Contest expressly provide their consent to Polycab and its affiliates/associates/subsidiary companies/agents/service providers to use details and information of the Contestant, personal details of participants, photos of participants etc., for its media coverage, advertisement or publicity in any form which is existing today or will be known anytime in the future without any consideration to the Participants or further consent including promotion of any products manufactured, distributed and/or supplied by Polycab. Personal data and information of participants and winners will be used as per these T&C and Privacy Policy of Polycab available on its website: www.polycab.com The Contestant 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.

11. All winning Contestants are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by the Company to ensure complete compliance with Program's terms and conditions. The Company reserves the right to verify the winning Contestant's details either on their own or through its authorized agency / person and the winning Contestant shall provide all necessary assistance in such verification. In exercising this right, the Company may ask the winning Contestant to provide any documentary or other form of evidence regarding the information submitted by the winning Contestant at the time of participation of contest, and if such evidences fail to substantiate the information provided by the Contestant to the Company, then the Company in its sole discretion, shall have the right to disqualify the winning Contestant(s) without any liability.

12. 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.

13. Company reserves the right to reject any participant's entry without the need to notify the participant of the reasons for rejection.

14. 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 Contestant's participation in the

Program in addition to any other rights or remedies available to the Company whether in law or equity against the Contestant.

15. Failure by the Company to enforce any of its rights at any stage against Contestant does not constitute a waiver of those rights.

16. Limitation of Liability: 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.

17. 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.

18. Decision of the Company on all aspects including with regard to administering the Program shall be final and binding on the Contestant and no correspondence will be entered into.

PART – II

Representation and Warranties by Contestant:

19. Contestant 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 Program the Contestant warrants that all information provided by the Contestant regarding its name, age, state, city, address, phone number, etc. (as applicable), is true, correct, accurate and complete and that the Contestant is authorized to provide such information and consents to the use of such information by the Company and/or its authorized service provider for the purpose of the Program.

20. Contestant agrees not to post images, testimonial, stories and content and all/any tweet and/or post appearing in social media platform which : (a) are harmful, threatening, abusive, harassing, blasphemous, objectionable, defamatory, vulgar, pornographic, pedophilic, invasive of another's privacy, hateful, ethnically or otherwise objectionable, relating or encouraging money laundering or gambling, hurting religious sentiments, or otherwise unlawful in any manner whatever; (b) cause annoyance or inconvenience or deceive or mislead the Customer about the origin of such Content which is grossly offensive or menacing in nature; (c) belong to another person or entity (d) are adverse, offensive / derogatory reference to Corporations or Brands; (e) are adverse, offensive / derogatory reference to any personality, living or dead; (f) be adverse, offensive / derogatory reference to communities, living or extinct (g) be/have adverse, offensive / derogatory reference to any city, building, geographical feature, etc. that can be singularly / uniquely identified in the world (h) have adverse, offensive / derogatory reference to any gender (i) have adverse, offensive / derogatory reference to animals; (j) have adverse, offensive / derogatory reference to physical / racial attributes; (k) be lascivious or appeals to the prurient interest or the effect whereof is such as to tend to deprave or corrupt any person; (l) whose presentation, dissemination or disclosure whereof, infringes any patent, trademark or any intellectual property right or confidentiality obligation; (m) be declared by the Company acting in its sole discretion, to be opposed to standards of morality or decency, or to be opposed to public policy or to the Company's internal code of conduct or other policies/guidelines adopted by the Company, (n) shall be adverse, offensive / derogatory reference to any other companies, organizations, religious associations, political parties, governments (state and central), anyone's private life, any other commercial and non-commercial entities; (o) shall be such which could give ground for action for defamation or misrepresentation or breach of confidence or breach of copyright or is otherwise offensive to the public; (p) such that communicates words, which incite terrorism, the misuse of weapon, or encourage or incite a person to commit criminal offence; (q) is such that suggest or encourage or incite any person to use harmful substance or engage to dangerous practices; (r) is such whose purpose either directly or indirectly is to promote the sales of goods or services shall bear an identification stating that the message or program is an advertisement and the content of the message or program is an advertisement.

21. Contestant agrees that they shall follow the guidelines available at or in any manner associated with the terms available at:

- <https://www.facebook.com/legal/terms> for Facebook posts.
- <https://help.instagram.com/478745558852511> for Instagram posts.
- <https://twitter.com/en/tos> for Twitter posts.

22. Contestant agrees that the Company shall have sole rights to all images, photographs, testimonial, stories and content created and shared by the Contestants and to any other information posted by Contestant relating to or during the course of their participation in the Program.

23. Contestant agrees and consents that any and all information submitted by the Contestant including but not limited to the submissions and personal information of the Contestants may be required to be shared with other third parties engaged by the Company, for the purposes of verifying and/or audit the authenticity of the content received from the Contestants. Further, the Contestant hereby understands that such third parties may be located outside the jurisdiction of India and notwithstanding anything, each Contestant consents to transfer of information (including any personal information) to any such locations.

24. Contestant gives the Company the right to publish and broadcast anywhere in the world, for editorial, advertising, promotional, marketing and/or other purposes and in any media, Contestant's and/or winner's name, image, and/or photographs of the Contestant (except prohibited by law).

25. The contestant represents and warrants that in no way he will use Intellectual Property of the company such as Name/Logo/Design/style or any Patent/Copyright/trademark which belongs to the Company for participating in any circumstances or shall not infringe any domestic or foreign intellectual property rights such as copyrights, rights to designs, or trademarks, patents belonging to or administered by any third party. The contestant represents and warrants that Service provider shall, at its own expense, indemnify and hold harmless the Company and its Affiliates and their respective employees, directors, agents and contractors, from and against all claims, loss, damage, liability, expense and/or penalty, and all legal proceedings or lawsuits, arising out of or in connection with any real or alleged breach of the use of all or any of the Intellectual Property Rights (IPR) of the Company including its name and third party claims. This Clause shall survive termination of this Agreement.

26. Contestant agrees that the Company shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Program or with the acceptance, possession, or use of any prize (except any liability which may not be excluded under applicable law).

27. Contestant hereby agrees to indemnify and keep the Company, its associated companies, and their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of the non-compliance of terms/conditions mentioned in clause 20 above and /or any act of omission, commission, fraud, negligence or misconduct by the Contestant.

PART - III

Disclaimer

27. 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 Contestant 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 prizes; (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.

28. The Company has the right to cancel content submitted by any Contestant that contains incomplete information or illegal contents (statements of a racist, sexist or defamatory nature) or statements glorifying violence which could be construed as deriding or insulting or similarly offending specific individuals or groups.

29. 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 Contestant on any account.

30. Failure by the Company to enforce any of its rights at any stage shall not constitute a waiver of those rights by the Company.

31. Disclaimer of Warranty:

a. The winners of the contests will be getting any of the following items as a prize. The prize will be couriered to the address of the winners within 60 days (or any period that the company finds suitable) of the declaration of result or before the expiry of the prize date in case of live event. In no way Company will be responsible for any damage incurred during transit of the products. The winners in no circumstances question and/or complaints about the quality/size/brand/color/warranty of the prize item.

Possible prize items:

1. Earpods

The contest winners will have to share the following details with the Company in order to be eligible to receive the prizes:

1. Government ID Proof
2. Courier Address
3. Phone Number
4. Pan card

At any given point in time, the company might choose the winners for possible prizes items basis follows:

1. A participant who has participated the most in contests running
2. The quality and creativity of the answer/submission in the contest
3. In certain contests, a correct answer will be required as an entry and will be considered as a valid entry
4. Any of the above

There can be a delay in shipment due to circumstances currently unforeseen.

b. In no event shall the Company be liable for losses or any incidental or consequential damages arising out of or in connection with the Program, its services or these T&C (however arising, including negligence) and the Company shall not be responsible for any product or service liability of any kind with respect to the prize won by the Contestants. The Company expressly disclaims any liability or responsibility for any damages, loss, or injury arising out of the usage or non-usage of the prize item by the winning Contestant. The Company makes no warranty in respect of the prize item and expressly disclaims any guarantees or warranties towards the same. If a winning Contestant is dissatisfied with the prize item, the sole remedy available with such Contestant shall be to discontinue using the prize item. The winning Contestant agrees and acknowledges that the use of the prize item shall be at the Contestant's sole risk.

32. 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.

PART - IV

33. 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.

34. Force Majeure: The Company reserves the right to modify or cancel the Contest 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 Contest or if continuity of the Contest is not be commercially viable to the Company or for any other circumstances beyond the reasonable control of the Company.

35. Survival: The conditions which are deemed to apply post expiry of Program Period will so continue.

36. Disclaimer of Warranties

- a. Polycab India Limited has compiled and organised the content of this Contest 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 Contest.
- b. No information obtained by Participant/ Winner from the Contest shall create any warranty not expressly stated by Polycab India Limited in these Terms and Conditions.
- c. Polycab India Limited reserves the right to modify or close the Contest at its own discretion and without prior announcement.

37. Limitation of liability

- a. Participants agree to participate in the Contest at their 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 Contest, or from the inability to participate in the Contest, from inaccuracies or omissions in this Contest, from any decisions made by Participant based on information contained in this Contest, even if Polycab India Limited has been advised of the possibility of such damages. If a participant/ winner is dissatisfied with the Contest, its services, its content, their sole and exclusive remedy is to discontinue their participation of the Contest/ withdraw from Contest.
- b. Financial disclaimer
Nothing contained in the Contest 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 Contest, whether listed or unlisted, in Polycab India Limited or any of its entities.
- c. Certain information discussed in this Contest 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.
- d. Polycab India Limited is under no responsibility to update such statements in light of new information or future or other events.

38. Compliance with law

Participant agrees to participate in the Contest 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.

39. Indemnity

You agree 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 you provide on or through this Contest and (ii) your use or misuse of the Content of this program, or breach of the Terms and Conditions hereof.
