

## Sangam Suiting's- MEET WITH VIRAT KOHLI CONTEST

## TERMS AND CONDITIONS OF ENTRY

- 1. Sangam Suiting's- MEET VIRAT KOHLI CONTEST (Contest) is a consumer promotion launched by the Promoter (as defined in clause 3 below wherein individuals are invited to SMS with certain unique code(s) given in the news paper advertisement and other promotional material.
- 2. The information on prizes and how to enter the Contest form part of these Terms and Conditions of Entry (Terms).
- 3. The Promoter of this Contest is Sangam India Limited, an Indian Company incorporated under the Indian Companies Act, 1956, and having its registered office at Pur Road, opp higher sec school, Bhilwara-311001, Rajasthan. India.
- 4. The Promoter would engage Agents to conduct this Contest successfully through their expertise of handling similar contests.
- 5. Entry to the Contest commences on 9<sup>th</sup> April 2012, (00:00 hours) and closes at last entry received on 27<sup>th</sup> May 2012 (23:59 hours) (Contest Period). By entering the Contest, the Participants are deemed to have accepted these Terms. The Promoter reserves the right to amend the period of the Contest at its sole discretion without assigning any reason whatsoever.
- 6. Persons participating or seeking to participate in the Contest shall individually be referred to as "Participant" and collectively as "Participants".
- 7. The contest is open to participation by Indian citizens.

- 8. All minor participants (below the age of 18 years) must seek parental and/or guardian approval before participating in this Contest. It will be the responsibility of the parents and/or guardians to monitor their children's participation in this Contest.
- 9. Employees (and their immediate families) of the Promoter and the Agency or the related companies and advertising agencies of the Promoter and the Agency cannot enter this Contest.
- 10. In order to participate, Contestants must have a valid cellular GSM / CDMA/ landline phone connection that is accessible at all times.
- 11. Entry to the Contest is possible via Sending text "SANGAM" to the number "56070" (Competition SMS Number) through short messaging services (SMS) as such SMS services are provided by the Agency. For further details, refer to the section on "How to participate in the Contest".
- 12. The details of the operation of the Contest is provided separately in the "How to Enter the Contest" section herein under.
- 13. Participation in the Contest is optional.
- 14. Participants will be solely responsible for all the charges incurred in registering him/herself for the Contest, including any Internet and/or Mobile phone charges. Each SMS sent by a Participant will cost him/her normal SMS charges (roaming charges, if applicable will be charged extra), and any applicable taxes, levies or duties. Based on the criteria listed below, winners will be selected, and will be eligible to receive the various prizes as detailed hereinafter.
- 15. Those persons who have registered with the Contest, by sending SMS are, by default, understood to have accorded permission to the promoter and his Agents and Affiliates to call him/her, or to send him/her SMSes for the purpose of furtherance of this Contest.
- 16. Any Participant may enter this contest only one time. Multiple entries providing are not permitted.
- 17. The Contest is promoted, inter alia, through promoter's website, social media, point-of-sale material, outdoor advertisements and print advertisements.
- 18. The prize selection for the Contest will take place at the Promoter's Corporate Office according to a set random selection process. The Promoter reserves the right to reject all or any Participants' request to participate personally or through representative in and/or oversee the prize selection process.
- 19. The Cellular connection used for registering with the Contest must be valid till the end of the prize distribution or the distribution of the Grand Prize (Meet VIRAT KOHLI).

- 20. Participants who have submitted a valid entry and answered the question to the Contest will receive one or more of the following merchandise (Participation Prize), as sponsored by the Promoter:
  - o Style Tips of Virat Kohli via SMS
  - Gift hampers of Sangam Products
- 21. Select Participant would be selected to meet the celebrity Cricketer and Brand Ambassador of Sangam Suitings, Virat Kohli (Grand Prize) at a Venue and date to be fixed by the Promoter.
- 22. Winner would be selected for the Grand Prize Event (Meet Virat Kohli) from among all the valid entries. All travel, accommodation, food and miscellaneous expenses in relation to participation or collection of Participation Prizes or Grand Prizes in the Contest shall be borne by the Participants as well as any accomplice.
- 23. Only 1 (One) winner will be eligible for entry to the Grand Prize Event against a single registration/entry to the Contest. The Participant shall be the only eligible candidate to enter the premises where the Grand Prize Event is being conducted. The Promoter reserves the right to disallow entry to the Event for all or any of the accomplices of the Participants without assigning any reason for the same.
- 24. The judges' decision is based on a set of pre-determined criteria and their decision will be final and binding. No correspondence will be entered into about the Competition or the judges' decision(s).
- 25. The prizes are neither transferable nor redeemable for cash.
- 26. The Promoter or their Agents accept no responsibility for any variation in the value of the Prizes (or any part of them) or for lost, damaged or misdirected Prizes or mail.
- 27. Subject to any restrictions by the relevant government authorities, the Promoter reserves the right to substitute any Prize (or any part of them) for an item of similar value or nature. The specifications and brand (as applicable) of the Prize(s) may change midway, before or after the commencement of the Contest at the sole discretion of the Promoter.
- 28. The Promoter or their Agents, or any of their associates, is not responsible for the service and support of the Prizes to the Winners.
- 29. The Winner will be notified by telephone to the telephone number or email to the email address submitted with such Winners' entry. The Promoter and/or its Agents reserve the right to use any method or medium deemed fit in its sole and absolute discretion for the purpose of announcing the Winner.
- 30. Upon request, the Winner may be required to provide their contact details including address, Passport/Identity Number, Proof of residency, Proof of age and/or any other details deemed necessary and relevant by the Promoter or their Agents in its discretion prior to the

collection of any prize. The same may be required to be produced by the Winner Participants at the time of distribution of the Prizes or at the point of Entry to the Venue at the Grand Prize event.

- 31. In case the Prize is declined, unclaimed or unable to be claimed, or if a Winner cannot be contacted from the details supplied, the Promoter or its Agents may direct the judges to select another valid entry from the entries received as an alternative Winner at its sole discretion. No claim from the former Winner would be entertained by the Promoter or its Agents.
- 32. The Participation Prizes shall be delivered to the Winners at the address given at registration for the Competition on or before 15 September 2012. The Grand Prizes shall be availed at a date as may be informed by the Promoter or its representatives. The prizes would be sent thru courier and promoter does not hold any responsibility for the lost/damage/ of prize during the transit.
- 33. The Winners may be required to collect the Prizes from the Distribution Centre of the Promoter in person or through representative against adequate proof of identity.
- 34. The Winners may, at the discretion of the Promoter and/or its Agents, be required to execute a Deed of Release and Indemnity in a form prescribed by the Promoter and/or the Winner in order to receive all or some of the Prizes.
- 35. The entrant's personal information (PI) will be collected to enable the Promoter or its Agents to administer this Contest. The PI of the Winners may be provided to others assisting the Promoter or its Agents in this regard, including the call centre and courier and to authorities that regulate this Contest (if applicable). If a Participant does not truthfully provide all the requested PI, the Promoter or its Agents may determine that such a Participant is not eligible to win a Prize in this Contest.
- 36. All entries and all copyright and other rights in such entries become the property of the Promoter. By entering the Contest (unless otherwise advised by the Participant), each Participant consents to the information submitted with their entry being entered into a database and to the use by the Promoter and its Agents or their affiliates of this information in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Participant.
- 37. The Participants undertake and irrevocably and unconditionally permit the promoter to cover the contest through various media including newspapers, radio and 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.
- 38. The Participants, by entering this Contest, undertake to follow the norms laid for the organization of the event in a proper manner. They may be refused permission for any special request from the Winners of the Grand Prize at the sole discretion of the promoter.

- 39. The Winners must, at the request of the promoters, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the promoter using their name and image in the promotional material.
- 40. All personal details (including the PI), of the Participants will be stored in a database at the Agency's office(s) with utmost care.
- 41. Any request to access, update or correct any information should be directed to Promoter at their address listed in these Terms.
- 42. To the extent permitted by law, the Promoter or its Agents makes no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, the Promoter or its Agents shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, as a result of participating in this Contest including the participation in the Prize handover or the Grand Prize event, or during travel or stay or using any of the Prizes.
- 43. The Promoter or its Agents, including their affiliates, reserve the right in their discretion to disqualify any Participant who tampers with the entry process and, subject to the approval of those authorities which have issued permits for the conduct of this Contest, to cancel, terminate, modify or suspend the Contest if, for any reason, this Contest is not capable of running as planned, including but not limited to reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter or its Agents that corrupt or affect the administration security, fairness, integrity or proper conduct of this Contest.
- 44. The Promoter, its Agents or their affiliates and associates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries.
- 45. The Promoter, its Agents or their affiliates and associates accept no responsibility for any delayed SMS or SMS that cannot be delivered due to connection issues (failed/partial transmission), malfunctions, inaccessibility, unavailability, out of coverage areas, traffic congestion, acts or omission of service providers or unauthorized use of a mobile phone in relation to this Contest.
- 46. The Promoter, its Agents or their affiliates and associates are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by the Promoter, its Agents and/or their associates and affiliates on account of technical problems or traffic congestion on the Internet or at any website, or any combination of the above (as applicable).
- 47. Caution: Any attempt to deliberately damage any website or the information on a website, or to otherwise undermine the legitimate operation of this Contest may be a violation of the Criminal and Civil Laws and should such attempt be made, whether successful or not, the

Promoter, their Agents and/or their associates and affiliates reserve the right to seek damages to the fullest extent permitted by law.

- 48. Although these terms and conditions are hosted on the Website and the contest is being promoted by the various media, including Internet, Television, Print media, point of purchase materials, radio spots, etc., none of the proprietors or operators, including their promoters, of these media have any liability whatsoever to any person in respect of any aspect of the Contest or the Prize. Each Participant in this Contest releases these media, their proprietors and operators, their affiliates and their licensees, successors, assigns, and each of such person's employees, agents, directors and officers from all liability, rights, claims, demands, losses, damages, expenses, costs and actions (including attorney fees) which a Participant may have at any time in relation to the Contest or a prize associated with the Contest.
- 49. None of the provisions of these terms and conditions shall be deemed to constitute a partnership or agency between any participant and the promoter and the participant shall not have the authority to bind the promoter in any manner whatsoever.
- 50. The Promoter, its associates or their employees and agents shall in no manner be responsible for lost, mutilated, corrupted or illegible Unique codes.
- 51. All disputes relating to this Contest shall be subject to the exclusive jurisdiction of the courts at Bhilwara, Rajasthan only.
- 52. None of the paragraphs limit any other.
- 53. The Promoter or their Agents and affiliates would not be liable under any circumstances if the Grand Prize event cannot be conducted due to circumstances beyond their control.
- 54. The winners shall be required to provide self attested Proof of Identity at the time of delivery of the prizes.
- 55. The Contest is subject to all applicable central, state and local laws and regulations. All applicable taxes, levies, charges and incidental costs including Octroi Charges and Tax Deduction at Source (TDS), if applicable on any prize, will have to be borne by the winners.
- 56. The Promoter reserves the right to amend, modify, alter, terminate or extend at any time the Terms of this Contest at its sole discretion without assigning any reason and/or without prior notice or intimation.

## **HOW TO PARTICIPATE IN THE CONTEST**

1. Entry to the Contest is via Sending text "SANGAM" to the number "56070" (Competition SMS Number) through short messaging services (SMS) as such SMS services are provided by an Agent of the Promoter. Participants will be solely responsible for all the charges incurred in registering him/herself for the Contest, including any Internet and/or Mobile phone charges. Each SMS sent by

a Participant will cost him/her normal SMS charges (roaming charges, if applicable would be charged extra), and any applicable taxes, levies or duties.

- 2. Participation BY answering the questions asked during contest period by Sending SMS:
  - a. Each registered participant of Meet with Virat Kohli Contest will be sent questions related to cricket or Virat Kohli via SMS. Each participant must answer the questions by sending SMS Sangam <Space> A/B/C to 56070.
  - b. Right answers will be selected for the prizes and grand prize.
  - c. Each question will be valid for 24 Hrs and post that none of the answer would be acceptable.
  - d. If the Contestant sends an SMS which is not in the prescribed format, he/she will receive an SMS requesting him/her to "please check the code and try again. Request you to send the SMS in the format "Sangam <Space> A/B/C" to 56070" of the required format along with a request to re-apply in the correct format.
  - e. Consumers may enter the Contest only one time. However, they may receive multiple questions and get a chance to win prizes from promoters. Multiple entries for the answer are not permitted.
  - f. If the Contestant sends a valid SMS in the prescribed format, he/she will receive a message confirming his/her entry in the Contest.
  - g. Once the winners are shortlisted as per the Promoter's decision based on pre-determined criteria, the agency will send a SMS for the address proof of the winners on their Mobile number used to make the SMS entry. The winner needs to send his/her name and postal address to 56070 by texting Sangam <Space> Add<Space> Name & Postal Address. In case of wrong address given by the participant, or if the name is not mentioned in the message. The Promoter reserves the right to disqualify the winner, however promoter doesn't hold responsibility of any damage/loss incurred during transit of the gift hamper.
  - h. Promoter will send a SMS for asking Name and Postal address to the winning participant, In the event of shortlisted Winning Participant's does not attend reply to the message, 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 reply to the message, the Participant's participation in the Contest comes to an end, the Participant's entry stands cancelled and the Participant becomes ineligible to receive any prizes.
  - i. The Participant will be required to provide his personal information (PI) so as to enable the Promoter or its Agents to arrange for them to disburse the prizes in case the participant is selected as a winner. Providing PI does not in any manner ensure that the Participant is a winner eligible to win one or more prizes in the Contest.
  - j. In the event the shortlisted Participant indicates that he/she is not interested in continuing in the contest, and claiming the prize, the Participant's entry in the contest shall stand cancelled and the Participant shall not be eligible for any prize in this Contest.
  - k. The Promoter may arrange to deliver the prizes to the winners by way of transmitting SMS or emails, delivering the prizes by means of courier or call upon the Winner to personally collect the prizes from a designated distribution centre selected or appointed by the Promoter.

- I. The winners of the Grand Prize would be intimated by the Promoters in writing about their winning the Grand Prize. The date of the event of the Grand Prize would be intimated at a later date by the promoters or their associates.
- m. The Winner would be required to make his/her own arrangement for travel, boarding, food and lodging to reach the venue of the event where the Grand Prize is being organized (in case of winners of the Grand Prize) or to collect the Prizes from the Prize Distribution Centre.
- n. The Promoter and/or its Agents reserve the right to use any method or medium deemed fit in its sole and absolute discretion for the purpose of announcing the Winner.
- o. Participation in the Contest is optional. The participant may or may not choose to participate.