

Terms and Conditions

Food Wars: Round One Vote & Win Dinner with Family at your Favorite Restaurant

CONTEST TERMS.

By submitting an Entry to this Contest, you (“Entrant” or “you”) accept these ‘Terms & Conditions’ together with “Terms of Use” and “Privacy Policy” of Groupon India Private Limited as provided on the **nearbuy** Platform, i.e. on its website, www.nearbuy.com and **nearbuy** Mobile app.

I. CONTEST RULES.

- a. Organizer** Groupon India Private Limited (“**nearbuy**”)
- b. Contest Name** Vote & Win Dinner with Family at your Favorite Restaurant.
- c. Eligibility**
- (i) Entrants must:
 - Be at least 18 years of age at the date of submitting an Entry (as defined in Section II)
 - Resident of India
 - (ii) The Contest is neither open to the Employees, Officers or Directors of **nearbuy** nor to the immediate family (spouse, parents, siblings, and children) of such Employees, Officers or Directors.
- d. Method of Entry** Step 1: Register on **nearbuy** / log in to your existing **nearbuy** account.
Step 2: Pick your side: Butter Chicken OR Dal Makhani.
Step 3: Vote by clicking on the 'Buy Now' button.
- e. Prize** Dinner at your favorite Restaurant
- f. Contest Period** The Contest begins on May 11, 2016, 00:00AM IST and ends on May 21, 2016, 00:00 AM IST.

You must record your Vote within the Contest period. Only one Vote per person shall be considered for the Contest irrespective of the number of Votes submitted.
- g. Selection Process**
- (i) Out of all the entries, the side (Dal Makhani or Butter Chicken) getting the maximum Votes shall be determined as the “**Winning Side**”. There may be an automated real time counter determining the number of Votes for each side at the **nearbuy** Platform that shall allow no manual intervention in such count for either of the sides.
 - (ii) All the Entrants who would have voted for the ‘Winning Side shall be the “**Eligible Entrants**” for the purposes of determination of “**1 Prize Winner**”.
 - (iii) The Winner shall be selected by **nearbuy** jury in a random drawing from amongst all ‘Eligible Entrants’ on or before May 23, 2016. The decision of the **nearbuy** jury shall be conclusive and binding for the purpose of the Contest.
- h. Notification** Winner shall be notified via email within 3 business days of the end of the Contest.

II. GENERAL TERMS AND CONDITIONS

a. Organizer's Rights

- (i) The Organizer reserves the right to do any or all of the following at any time, in its absolute discretion, without prior notice to a Contestant:
 - cancel, modify, suspend, or delay the Contest;
 - substitute or replace the Prize/s;
 - assign and/or transfer any of its rights and obligations under these Contest Terms to any third party.
- (ii) The Organizer's decisions on the Entries, Contest and the Winners are final and no correspondence will be entered into under any circumstances. In the event of a dispute, any individual's entitlement to participate in the Contest and any participant's entitlement to any of the Prize/s are subject to the sole discretion and final determination of the Organizer.

b. Prize/s

- (i) Individuals may only win a maximum of one (1) prize.
- (ii) Selection of the Winners shall be at the absolute discretion of **nearbuy**.
- (iii) **nearbuy** shall sponsor Dinner for the family of the Winner (upto 4 people including Winner). The Winner may request **nearbuy** to swap Dinner for Lunch but the decision to such modification shall be absolutely as per **nearbuy's** discretion.
- (iv) The Winner shall be responsible to inform **nearbuy** his/her choice of Restaurant in the manner as may be notified to the Winner. The Winner must opt to have the Dinner within such time as may have been notified by **nearbuy** at the time of his /her winning the Contest in order to avoid the chances of getting the prize forfeited.
- (v) Decisions of **nearbuy** with respect to Prizes / Grand Prize Winner and other matters pertaining to the Contest shall be final and no correspondence will be entered into regarding those decisions.
- (vi) Prizes are not transferable or exchangeable for cash, credit, or in kind. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value or cancel the prize without giving any further notice.
- (vii) The redemption of Prizes may be subject to additional terms and conditions, which the Contestant must accept in order to redeem the Prize.
- (viii) The Organizer makes no warranty or representation as to the Prizes, including (without limitation) as to the availability, times, quality including food quality/service, merchantability, fitness for purpose or value, and to the extent not prohibited by law, the Organizer expressly excludes all such warranties and representations under applicable legislation.
- (ix) If the Winner/s fails to respond to the Organizer within 3 business days of being notified and in accordance with the Organizer's notification, the Winner may (in the Organizer's sole discretion) be deemed to have forfeited his/her Prize in which case the Organizer reserves the right to reallocate the Prize/s to another Contestant, and no further correspondence will be entered into.
- (x) Any and all tax payable as a result of a Prize being awarded or received will be the responsibility of the applicable Winner.
- (xi) **nearbuy** shall be responsible only for the payment of the bill of one meal for up to a maximum of 4 people as may be notified by the Winner to **nearbuy**. All other expenses not stated herein as part of the Prize shall be the Winner's sole responsibility including travel/transport to the chosen venue.
- (xii) Except to the extent expressly provided in these Contest Terms, each Winner shall (i) bear all costs and expenses in relation to their enjoyment of the Prize, including (without limitation) arranging for and bearing all costs for transport, any damage to the Restaurant/hotel property, approvals and/or other additional or incidental costs or expenses (Personal Expenses), and (ii) indemnify the Organizer against any and all of the Expenses incurred by that Winner for causing any harm or damaging the property of the Hotel/Restaurant.

- (xiii) The Winner must not engage in any indecent or unbecoming behavior or do any indecorous act while enjoying the Prize.

c. Voting

- (i) Only an individual Entrant must make entry submission; automated and/or repetitive electronic submission of entries (including but not limited to Entries made using any script, macro, bot or Contest service) will be disqualified and transmissions from these or related email or IP addresses or **nearbuy** accounts may be blocked.
- (ii) The individual Entrant must have a valid registered email address. **nearbuy** at its sole discretion may determine the validity of an email address and such decision shall be considered as final.
- (iii) Use of a false name or address or Email address will result in disqualification.
- (iv) **nearbuy** reserves the right to determine, in its sole discretion, if a Vote is valid and eligible for entry in the draw.

d. Miscellaneous

- (i) No purchase is necessary to enter this Contest.
- (ii) The rules of the Contest and the prize for each winner shall be only as provided herein.
- (iii) Winners might be asked to provide a copy of their ID & Address Proofs for verification purposes.
- (iv) The odds of winning of an Eligible Entrant depend upon the number of Eligible Entries received along with the successful verification of the name, address, email address, phone number presented by the Eligible Entrant. Validity of the Identity & Address proof of the Entrant shall be determined at the sole option of **nearbuy** and such decision shall be final and binding on the Entrant and no correspondence will be entered into regarding such validity.
- (v) **nearbuy** accepts no liability or responsibility for entries delayed nor any liability for technical errors or communication failures in networks and/or internet access.
- (vi) The Winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current **nearbuy** Privacy Policy found at [<http://nearbuy.com/help/policy>] and will not be disclosed to a third party without the Winner's prior consent.
- (vii) **nearbuy** will make all reasonable efforts to provide uninterrupted service subject to down time and regular maintenance. However, notwithstanding anything in this Agreement, the Entrant acknowledges that its participation in the Contest at its sole risk and **nearbuy** does not guarantee or warrant the continuity of its marketing service or the contest.
- (viii) **nearbuy** shall not be liable to the Entrant for any loss, injury or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, interruption or stoppage to the Entrant's access to and/or use of the **nearbuy** Platform. **nearbuy** shall have no liability, whatsoever for any failure or delay in performing its obligations under this Contest.
- (ix) **nearbuy** reserves the right to substitute the Prizes or the Grand Prize (or a component thereof) for one of equal or greater value or cancel them altogether if the designated prize should become unavailable for any reason.
- (x) No Entrant shall display any inappropriate content related to the Contest or otherwise related to **nearbuy** on any online or offline medium including any public forum or any Links or other **nearbuy** Content on any Advertising Site that contains any pornographic, hate-related, violent, malicious or illegal content or that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. If you do so, it may result in **nearbuy** disqualifying your eligibility for the Contest, blocking your **nearbuy** account and taking legal action against you.

III. Modification

- IV. We reserve the right in our sole discretion at any time and without prior notice to you to add to, remove or otherwise change these terms, including without limitation: changing the Prize, modifying your eligibility, the duration and expiration of the Contest, and discontinuing the Contest. We will post an updated version of these terms on **nearbuy** platform and you will be deemed to have

accepted such changes by participating in the Contest before or after the date such changes are posted.

V. Privacy

By signing up on **nearbuy** to enter the competition you are opting to receive **nearbuy** marketing communications, but can opt out at any time by removing account from your follow list. **nearbuy** respects winners' privacy and is committed to collect, store or use personal data only for the purposes of this contest, in line with applicable data protection laws. Further, the information provided will be used in conjunction with the following Privacy Policy found at [<http://nearbuy.com/help/policy>].

VI. Termination

We may terminate your eligibility to win the Prize/s or the Grand Prize or terminate your account if you open multiple accounts, including with different e-mail addresses, for yourself in order to win the prize; further promote the Contest using spam, display advertising or sponsored links; use false names, impersonate other people, or provide misleading information; or violate these terms or any other terms and conditions on **nearbuy** platform, including but not limited to the these Terms & Conditions in any way.

VII. Waiver and Indemnity

- (i) The Entrant waives any and all rights to pursue claims of any nature against the Organizer and its Affiliates in connection with this Contest, the Entrant's redemption and enjoyment of the Prize (if applicable) and/or any failure by the Organizer to deliver the Prize to the Winner. The Entrant further agrees that Organizer and its Affiliates are not liable for any claim, warranty, cost, damage, or injury incurred by the Entrant in connection with this Contest and/or the Prize/s.
- (ii) The Entrant indemnifies the Organizer and its Affiliates against any and all claims, losses, costs, damages, liabilities, and expenses arising out of the Entrant's breach of any of these Contest Terms.

VIII. Force Majeure

nearbuy reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the **nearbuy's** control without any notice to the Entrants.

IX. Jurisdiction & Governing Law

Indian Laws govern this promotion and these terms and conditions of entry and the courts of New Delhi shall have exclusive jurisdiction over any dispute arising out of or in connection with this promotion.

X. Disclaimers

This contest is a marketing campaign of **nearbuy** and is not intended to hurt any religious or moral sentiments.