

TERMS & CONDITIONS FOR KINDER JOY BACK TO SCHOOL CONTEST 2016

BY PARTICIPATING IN THE CONTEST THE PARTICIPANT ACCEPTS THE TERMS AND CONDITIONS OF THE CONTEST AS MENTIONED BELOW.

1. The Contest

- Kinder Joy Back to School Contest 2016 (“Promotion” / “Promo” / “Contest”) is sponsored by Ferrero India Pvt. Ltd. (“Organizers” / “Company” / “Ferrero”) and executed by an External Agency appointed by Ferrero. The Contest is available for participation in India (excluding the State of Tamilnadu) only during the Promo Period.

2. Contest Period & Timing

- Contest will be open for participation during the “Contest period” / “Promo Period” i.e. from 15th May 2016 00:00 hours to 5th July 2016 24:00 hours (both days included):
- The Company reserves the right to change the Contest Period or Contest Timing of the Promo at its sole and absolute discretion without any consent, connivance, notice or intimation to anyone.

3. Eligibility Criteria

- School Children between the ages of 04 years to 16 years as on 5th July 2016, residing in India (excluding those residing in the State of Tamil Nadu) are eligible to participate in the Contest (Eligible Participants) with the consent of, under the supervision of and through their parent / legal guardian.
- Companies, Partnership Firms, Proprietary Concerns, HUFs, Association of Persons, Trusts and other entities or organizations are not eligible for participating in the Contest.
- The employees of Ferrero, its associate companies and their children and other family members, the employees of the agencies associated with Ferrero for the organization of the Contest and their children and other family members are not eligible to participate in this Contest.
- The children participating in the Promo is referred to as Participant(s).

4. How to participate

- Give a missed call on toll free number 1800 123 6666
- The caller will get a call back on his number and will be asked to select an Interactive Voice Response System (IVRS) option to participate
- The participant will be asked a question for which the answer needs to be recorded in 25 seconds after the beep sound then needs to confirm the entry by pressing ‘#’(hash) key after recording the answer
- The participant may listen to his recorded answer or re-record his answer.
- After the call ends the participant gets an SMS with a link to refer to the terms and conditions of the Contest which is also available on www.kinder.com or can be delivered physically, if required.
- He / She is requested to wait until further communications from the assigned executives to take down their personal details for the purpose of verification upon shortlisting.
- An entry / participation is invalid in case of:
 - If the # button is not executed after recording
 - The answer exceeds the time limit of 25 seconds
 - Answer is irrelevant to the question asked to the participant.
 - In case the recording is non-audible or incomplete

5. Voluntary and Free Participation

- Promo is a voluntary brand promotion initiative.
- No fees, charges, costs, etc. are required to be paid for participating in the Promo.
- It is not mandatory to participate in the Promo.

- Purchase of Kinder Joy or any other product is not mandatory to participate in the Promo and such purchase will not increase the chance of winning.
- Kinder Joy is available at same price irrespective of the availability of or participation in the Promo.

6. Prizes

- On valid participation, the Participants stand a chance to win following prizes:
 - 3 (Three) Participants will win Scholarships worth Rs. 100,000 (Rupees one lakh) each,
 - Other 100 Participants will win a bicycle and
 - Another 500 Participants will win a Back to School Kit comprising of School Bag, Pencil Box, Pencil, Eraser, Sharpener, Book Sticker and a Ruler
- The names of the winners will be published on www.kinder.com anytime between 10th July 2016 till 30th Aug 2016
- In the event of inadequate participants the no. prizes would be reduced to the actual no. of participants.
- The type, colour, make, model and vendor of the bicycle, the back to school kit and the manner of disbursement of the scholarship shall be selected by the organizer at its sole and absolute discretion.
- The responses will be judged by the Company and / or the agency appointed by the Company and the Participants shall not be entitled to challenge or dispute the judgment or selection on any ground whatsoever.
- The winner(s), the number of winners, the quantity, size, type, value and category of the prizes shall be determined by the Company at its sole and absolute discretion.
- Prizes are non-transferable and will not be substituted by cash or any other benefit. Unclaimed / un-availed prizes will be forfeited.
- The winner(s) shall bear and pay all applicable, taxes, duties, etc. on or with respect to the prize.
- The winners are required to provide valid address and identity proofs and such other documents as may be required by the Organizer.
- The Organizer shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and the Organizer and/or its associates, affiliates and/ or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the product and service liabilities) for deficiency and/ or defect of any product / service and / or the prize or for any kind of consequential damages / loss, in any manner whatsoever. If any Participant has any grievance with respect to the prize, he / she may directly contact the manufacturer / service provider.
- The image of the prize depicted on the Promo Packs, advertisements, promotional material, etc. are for illustrative purposes only and the actual prize / look of the prize may vary from the depiction made.
- To get the prize, winners will have to prove that he / she is the actual caller and establish his / her correlation with the phone number from which he / she had called to participant in the Contest.
- The scholarship amount shall be paid by account payee cheque in the name of the winner provided he / she has the bank account, otherwise the account payee cheque will be issued in the name of the parent / guardian of the winner. Ferrero shall not be liable for any loss or damage of the cheque once it has been handed over to the winner / parent or guardian. It will be the responsibility of the winners / parent or guardian to have the active bank account for realizing the cheque.
- To claim the scholarship prize the winner / parent or guardian will have to provide such information, documents and undertakings as may be required by the Organizer to ensure that the scholarship money is spend on the education of the winner.
- Scholarships and other prizes cannot be exchanged for cash or gifts or other purposes
- The contest is run under supervision of the auditor, whose decisions are final on all matters relating to the contest. No correspondence shall be entertained in this regard

- Persons registering in this Back to School Contest authorize Ferrero to send voice messages and SMS alerts/messages to their mobile/landline numbers. Subscribers who have opted for DND (Do Not Disturb) or other such facility with their respective service providers may not receive the aforesaid messages / alerts.
- The Scholarship Amount shall be used strictly for the purpose of education of the winning child.
- Organizer reserves the right to disqualify any participant for tampering with the entry process, providing misleading documentation; acting in violation of these terms and conditions; acting in a disruptive manner; or acting with the intent to annoy, abuse, threaten or harass any other person. Organizer reserves the right to seek damages from any such participant to the fullest extent permitted by law.
- Participants and or their parents/guardian will not interact with or communicate to any media including but not limited to print media, radio social media or television, in connection with the Promo, without prior consent of the Organizer
- In the event that Ferrero does not receive the required information, documents or undertakings within 4 days of establishing contact with the winner, then the said winner shall be disqualified and shall not be entitled to receive the prize.
- Ferrero would not be liable or held responsible for any lack or lapse in any communication on account of failure or delay by any of the Internet, Telecom, and SMS and E-mails service provider. No correspondence in this regard will be entertained.
- In the event the participant's number is busy, unreachable or he/she does not attend the call, two (2) attempts will be made to reach the participant on that day and/or the next day. If even on the second attempt the participant does not attend the call, or is unreachable, the participant's participation in the promo comes to an end and the participant's entry stands cancelled and participant becomes ineligible to receive the prize
- Winner will be disqualified in case of any mismatch or defect or discrepancy in the information, details or documents provided by the winner / parent or guardian.
- The Participant / Winner shall bear and pay on his own all the costs and expenses for participation, submission of information, documents and records for claiming the prizes and completing all formalities in this regard.
- The prize winners will get the respective prizes delivered to them in 60 days from the date of announcement of the winners on the website – www.kinder.com.

7. Publicity

- The Participant/s undertake and irrevocably and unconditionally permit the Organizer and / or its execution agency to cover the Promo through various media including newspapers, radio, television, internet, point of sale materials, etc., and shall not raise any objection, protest or demur to such coverage or in this regard and use their names, photographs, videos, recordings or other details in such coverage.
- The winners agree, at the request of the Organizers and / its execution agency, to participate in all promotional activity (such as publicity, photography, video) surrounding the winning of the prize, without any compensation or other consideration, and they consent to using their name, photograph, video in such activity.

8. Intellectual Property

- All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all responses received shall vest solely and exclusively with Organizer at all times. The Organizer or any person or entity permitted by Organizer in this regard shall be entitled to use the responses received or any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and / or payment to the Participant.
- All material submitted in connection with the Promo (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of

Participants are assigned to Organizer upon submission and become the property of Organizer exclusively. Organizer may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of Organizer.

9. Data Privacy

➤ Release

The participant (includes the parent / guardian of participating child) hereby grant permission to Ferrero India Pvt. Ltd., its officers, employees, agents, independent contractors, licensees, successors, assigns and any third party it may authorize (hereby collectively referred to as "Company") to record his / her name, address, contact details, comment, likeness, message, image, voice, interview and performance on film, tape, or otherwise (hereinafter referred to as the "materials") in the following context:

EVENT: KINDER JOY BACK TO SCHOOL CONTEST 2016

PERIOD: 15th May 2016 00:00 hours to 5th July 2016 24:00 hours (both days included)

The Participant further grant to the Company the full right to use, in any form and modality of exploitation, reproduce, alter by digital means, edit, create derivative works of, display, publish, make available to the public in streaming and/or downloading, broadcast, distribute, sell, license, lend, rent and give away the originals, reproductions, editions, adaptations, alterations and derivations of the materials in any media now known or later developed, including but not limited to websites (including but not limited to publicly accessible websites, intranet sites and third party content hosted sites), social media and social networks, blogs, electronic publications, webcasts, multimedia links, app for tablet and/or smart-phone and/or similar devices, anywhere in the world, and in perpetuity, in connection with promoting, publicizing or explaining the Company's products and/or activities. The Participant understand and agree that the materials can be used without mentioning his / her name and by modifying and / or altering his / her image and / or voice, with no right to inspect or approve the use of the materials or of any reproduction, alteration, or derivation of the materials in any medium. The Participant further waive all moral rights and all claims to royalties or other compensation arising from or related to the making or use of the materials or reproductions, alterations or derivations of the materials. The Participant hereby forever release and discharge the Company from any claims, actions, damages, liabilities or demands that may arise regarding the use of the materials to promote, publicize or explain the Company's products and/or activities, including any claims of defamation and invasion of privacy as well as of infringement of moral rights, rights of publicity or copyright or neighboring rights. The Participant understand and agree that all the materials, their adaptations, alterations and derivations, are the sole property of the Company, which owns all rights, title and interest, including the copyright, in and to the same, to be used and disposed of, without limitation, as the Company shall in the Company's sole discretion determine. The Participant agree that there shall be no obligation to utilize the permission granted by me hereby. The terms of this permission shall commence on the date hereof and be without limitation. The Participant acknowledge that no further agreement between the Participant and the Company regulates the subject matter hereof. The Participant irrevocably agree that the Participant has no future claim for any indemnity or money. The Participant confirm that the Participant is either 18 years of age or older and that the Participant is competent to contract in its own name or minor Participant is participating with the consent and under the supervision of his / her parent / guardian. The Participant has read this release and fully understand its contents, meaning and impact. The Participant agree that this release, including all its contents, are binding on him / her, my heirs, executors, administrators and assigns.

➤ Privacy Notice

The participant (including the parent / guardian of participating child) hereby agree to Company's use of his / her / participating child's personal data, including, by way of illustration, the name, images and voices, or any personal data which the participant may submit voluntarily as part of the materials in the manner and for the purposes set out herein. The personal data may be used by the Company (by authorized personnel) for the purposes set out under the release herein above and may be visible and publicly available to anyone anywhere in the world on any means as described above. The Company may share the personal

data with selected service providers that process the personal data under the instructions given by the Company and with any other third party it deems appropriate for the purposes described herein.

The participant acknowledge that he / she can exercise the rights granted under the applicable data protection legislation, including by way of illustration, the right to access, to have personal data rectified, blocked, completed or, under certain circumstances, deleted and to object to the processing of such data. The participant also acknowledge that to exercise these rights and for any questions with respect to this privacy statement or how the Company handles personal data as data controller, the Participant can direct it to Privacy Officer, Ferrero India Pvt. Ltd., 201-204, Pentagon Tower 1, Magarpatta City, Hadapsar, Pune 411028, India.

10. Other terms and conditions

- The participant shall not use the Promo to post any defamatory, obscene, offensive response or response which may hurt the personal, religious, social, political or other sentiments or feelings of anyone in any manner whatsoever. The participant shall be solely responsible and liable for such response. The Company shall have the right to exclude such responses from the Promo.
- The participant shall not use the Promo to harm the reputation of the Company or its associate companies or any of its products including Kinder Joy.
- The Promo is available for participation on first come basis and will be open for such participation by such no. of participants as the Organizers may select at its sole and absolute discretion.
- All decisions of the Organizers in any matter relating to the Promo shall be final and no discussion, correspondence, dispute will be entertained.
- Organizers reserve the sole right to change / edit Promo details at any time at its discretion and /or alter these terms and conditions without any consent, connivance, notice or intimation to anyone to resolve the difficulties, if any, during implementation of the Promo.
- Organizers do not guarantee continuous or uninterrupted conduct of Promo.
- The Participants agree to have their name, personal details including photo published or uploaded on social or other media, to be used by the Organizers without any consideration, compensation and limitation.
- The Participants agree that the Organizers may store and use the personal information of the Participant shared for the purposes of or in connection with the Promo for the purpose of conducting the Promo as well promoting and marketing its products.
- Organizers do not guarantee any security and privacy to the published or uploaded details and photographs and is not liable for any consequences caused by and resulting from such publication or upload.
- Organizers reserve the right to modify or pull out the Promo without prior consent, connivance, intimation or notification.
- Organizers reserve the right to disqualify the participant for infringement of these terms and conditions, before or after participations / gratification.
- Promotion is in no way sponsored, endorsed or administered, by Facebook or any other social media.
- By participating into the contest, each Participant / Parent or Guardian 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 Promo the Participant warrants that all information provided by Participant regarding Participant's name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.
- By participating you hereby release and hold harmless Organizers and its employees and directors from any and all liability associated with the participation.
- Notwithstanding anything contained herein or in any other document or correspondence the responsibility and liability of the Organizer shall be limited to payment for the prize(s) as aforesaid.
- The Organizer reserves the right to exclude any person from the Promo on the ground of misconduct / criminal record / infringement of these terms and conditions.
- The Organizer reserves the right to terminate, modify or extend the Promo at its absolute discretion, without assigning any reason.

- The Organizer and or its execution agencies shall not be liable for any loss or damage due to Act of God, government / statutory action and other force majeure circumstances and shall not be liable to pay any compensation whatsoever for such losses.
 - The Organizer and the execution agency appointed by it shall not be responsible for any technical or other problems beyond their control.
 - The Participants irrevocably agree that Organizer and / or the execution agency appointed by it are authorized to contact the Participant(s) in connection with the Contest even if the Participant(s) is / are registered under National Do Not Call (NDNC) or DND (Do Not Disturb) or any other facility.
 - The Promo is subject to all applicable central, state and local laws, rules and regulations.
 - These Terms and Conditions and the participation in the Promo shall be governed by Indian law and the court at Pune, India shall have exclusive jurisdiction in any matter in this regard.
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