

TERMS & CONDITIONS FOR KINDER JOY SPECIAL SURPRISE 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 Special Surprise 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 Tamil Nadu) only during the Promo Period.

2. Contest Period & Timing

- 2.1. Contest will be open for participation during the “Contest period” / “Promo Period” i.e. from 25th June 2016, 00:00 hours till 10th September 2016, 24:00 hours (both days included), on purchase of Kinder Joy individual packs (net weight 20 grams) manufactured during a period from 26th May, 2016 till 4th August, 2016 (“Promo Pack(s)”).
- 2.2. Contest is applicable only on Promo Packs as stated above and not on any other Kinder Joy pack(s) manufactured before or after the aforementioned dates. The Promo Packs are limited in quantity and will be available only till stocks last.
- 2.3. 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

- 3.1. Children of the age 04 years to 14 years, 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 on purchase of the Promo Pack.
- 3.2. Individual above the age of 14 years, Companies, Partnership Firms, Proprietary Concerns, HUFs, Association of Persons, Trusts and other entities or organizations are not eligible for participating in the Contest.
- 3.3. 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.
- 3.4. The eligible children participating in the Contest are referred to as Participant(s).

4. How to participate

- 4.1. Purchase the Kinder Joy Promo Pack during the Promo Period.
- 4.2. Find the leaflet inside Kinder Joy Promo Pack (“Promo Leaflet” / “Contest Leaflet”) which contains a 10 digit unique code (“Unique Code” / “Promo Code”) and reference to these terms and conditions.
- 4.3. Please follow the below steps to participate only if these terms and conditions are fully acceptable.
- 4.4. Give a missed call on toll free number **1800 123 1001**.
- 4.5. The caller will get a call back on his number and will be taken through the steps to participate through an Interactive Voice Response System (IVRS).
 - 4.5.1. Please follow the instructions given through the IVRS.
 - 4.5.2. Enter the Unique Code printed on the Promo Leaflet. (Each Unique Code can be used to participate only once in the Special Surprise Contest, and any repeat attempts to use the same Unique Code will be rejected.)
 - 4.5.3. The Participant will be asked a question.
 - 4.5.4. Answer the question in 45 seconds after the beep sound.
 - 4.5.5. The Participant then needs to confirm the entry by pressing ‘#’ (hash) key after the answer. The entry may not be accepted if the # key is not pressed within 45 seconds.
- 4.6. 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. If any of the terms and conditions is not acceptable the participant need to immediately inform the same in writing to the Organizers, in which case the participation shall be deemed to have been withdrawn.
- 4.7. An entry / participation is invalid in case of:
 - 4.7.1. The # button is not executed after recording
 - 4.7.2. The answer exceeds the time limit of 45 seconds

4.7.3. Answer is irrelevant to the question asked to the participant

4.7.4. In case the recording is non-audible or incomplete

5. Voluntary and Free Participation

5.1. Promo is a voluntary brand promotion initiative.

5.2. No fees, charges, costs, etc. are required to be paid for participating in the Promo apart from purchase of the Promo Pack.

5.3. It is not mandatory to participate in the Promo.

5.4. MRP of the Kinder Joy Promo Pack is same as the MRP of regular Kinder Joy pack of net weight 20 grams and no extra price is required to be paid for Promo Pack or for participation in the Contest.

6. Prizes

6.1. On valid participation, the Participants stand a chance to win following prizes:

6.1.1. One of the participants will win a trip for a Disney experience at Hong Kong for a family of 4 (Four) members for maximum of 2 (Two) nights and 3 (Three) days, for maximum of 2 (Two) adults and 2 (Two) children.

6.1.2. Other 10 Participants will win trip to Kidzania Delhi NCR for maximum of 1 (One) night 2 (Two) days and for maximum of 1 (one) adult and 1 (one) child per winner.

6.1.3. Another 500 Participants will win a Sports Kit.

6.2. The names of the winners will be published on www.kinder.com anytime between 15th September 2016 to 31st October 2016.

6.3. In the event of inadequate participants the number of prizes would be reduced to the actual number of participants.

6.4. The type, colour, make, model and vendor of the sporting kit and the tour package including flights, hotels and other means for trips to Hong Kong and Delhi NCR shall be selected by the Organizer at its sole and absolute discretion.

6.5. The responsibility and liability of the Organizer shall be limited to negotiate and pay for the tour package, as the Organizer may deem appropriate at its sole and absolute discretion, for Hong Kong / Kidzania Delhi NCR and the winners shall abide by the terms and conditions of such tour package.

6.6. The Winner shall be accompanied by the parent / guardian of the Winner who shall take care and full responsibility of the Winner during the tour.

6.7. The inclusions of the tour package are as under:

6.7.1. For Hong Kong

6.7.1.1. Flight tickets from the Indian city to Hong Kong and back for a family of maximum 4 (Four) members

6.7.1.2. Accommodation in Hong Kong for a family of 4 (Four) members, for maximum of 2 (Two) nights and 3 (Three) days, for maximum of 2 (Two) adults and 2 (Two) children

6.7.1.3. Entry pass to Disneyland Hong Kong for a family of 4 (Four) members for maximum of 2 (Two) adults and 2 (Two) children

6.7.2. For Kidzania

6.7.2.1. Travel arrangements from winning Participant's nearest metro city to Delhi NCR and back

6.7.2.2. Accommodation in Delhi NCR for maximum of 1 (One) night and 2 (Two) days and for maximum of 1 (one) accompanying adult and 1 (one) child (Winner)

6.7.2.3. Entry passes for a day trip to Kidzania Delhi NCR

6.7.3. Expenses not included in the tour package shall be borne and paid by the adult family member accompanying the Winner.

6.8. The responses will be judged by the Organizer and / or the agency appointed by the Organizer and the Participants shall not be entitled to challenge or dispute the judgment or selection on any ground whatsoever.

6.9. The winner(s), the number of winners, the quantity, size, type, value and category of the prizes shall be determined by the Organizer at its sole and absolute discretion.

6.10. Prizes are non-transferable and will not be substituted by cash or any other benefit. Unclaimed/ un-availed prizes will be forfeited.

6.11. The winner(s) shall bear and pay any and all applicable, taxes, duties, etc. on or with respect to the prize.

6.12. The winners are required to provide valid address and identity proofs and such other documents as may be required by the Organizer and / or the Tour operator selected by the Organizer.

- 6.13. The Winner of the Hong Kong trip along with accompanying family member should have valid passports and visa ready by 31st October 2016 at their own costs, expenses and efforts, and the Organizer will not be responsible for non-availability of passports or rejection of visa.
- 6.14. 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.
- 6.15. The image of the prize depicted on the Promo Leaflet, advertisements, promotional material, etc. are for illustrative purposes only and the actual prize / look of the prize may vary from the depiction made.
- 6.16. To get the prize, winners will have to prove that he/ she is the actual caller and satisfies the eligibility criteria and establish his/ her co-relation with the phone number from which he/ she had called to participate in the Contest.
- 6.17. 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
- 6.18. Persons registering in this Special Surprise 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.
- 6.19. 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.
- 6.20. 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
- 6.21. 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.
- 6.22. 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.
- 6.23. 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
- 6.24. 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.
- 6.25. 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.

7. Publicity

- 7.1. 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.
- 7.2. 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

- 8.1. 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.

- 8.2. 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

9.1. Release

9.1.1. 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:

9.1.2. EVENT: KINDER JOY SPECIAL SURPRISE CONTEST 2016

9.1.3. PERIOD: 25th June 2016. 00:00 hours – 05th September 2016, 24:00 hours (both days included)

9.1.4. 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 participating with the consent of and under the supervision of his / her parent / legal 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.

9.2. Privacy Notice

9.2.1. 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.

9.2.2. 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

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. All decisions of the Organizers in any matter relating to the Promo shall be final and no discussion, correspondence, dispute will be entertained.
- 10.5. 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.
- 10.6. Organizers do not guarantee continuous or uninterrupted conduct of Promo.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.
- 10.10. Organizers reserve the right to modify or pull out the Promo without prior consent, connivance, intimation or notification.
- 10.11. Organizers reserve the right to disqualify the participant for infringement of these terms and conditions, before or after participations / gratification.
- 10.12. Promotion is in no way sponsored, endorsed or administered, by Facebook or any other social media.
- 10.13. 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.
- 10.14. By participating you hereby release and hold harmless Organizers and its employees and directors from any and all liability associated with the participation.
- 10.15. 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.
- 10.16. 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.
- 10.17. The Organizer reserves the right to terminate, modify or extend the Promo at its absolute discretion, without assigning any reason.
- 10.18. 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.
- 10.19. The Organizer and the execution agency appointed by it shall not be responsible for any technical or other problems beyond their control.
- 10.20. 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.

- 10.21. The Promo is subject to all applicable central, state and local laws, rules and regulations.
- 10.22. 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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