

TERMS AND CONDITION – “RIO OLYMPICS” CONTEST

CONTEST DETAILS:

- 1) These terms and conditions shall apply to the contest viz. **“RIO OLYMPICS”** (hereinafter referred to as “Contest”) run by Tata Chemicals Limited (“TCL”);
- 2) The last day of entry for the Contest is 21st August 2016;
- 3) Participation in this Contest is open to Indian Nationals only above the age of 18 years. TCL’s employees and their family members and its partner agency viz. Netcore, OgilvyOne Worldwide and Madison media and / or any other agencies engaged by TCL (“Partner Agency”) are not entitled to participate in this contest;
- 4) The Contest is valid in whole of India;
- 5) Participation in this Contest is voluntary and by participating in this Contest, it is understood that the participants fully and unconditionally agree to accept and abide by these terms and conditions available and mentioned on www.tatasalt.com (“Contest Website”) as well as the decision/s of TCL, which shall be final and binding in all matters related to the Contest;
- 6) The Contest will be conducted on 21st August 2016.

HOW TO PARTICIPATE:

- 1) The participants have to follow a few simple steps to participate, the same are as under:
 - a) First, please give a missed call on the toll free number 1800 210 2123 after which you will get a call back on your number;
 - b) After the voice over message and as per the instructions, please record your message for the upcoming Rio Olympics, in a time limit of 30 seconds; after which the call will be disconnected automatically, irrespective of whether or not the complete message has been recorded. TCL may, at its discretion, consider the response of all those participants as well whose responses which were found to be incomplete.
 - c) You will then receive a confirmation message, if your message has been recorded successfully. All entries for which the confirmations have been received will be considered for selecting the winner of the Contest on the basis of their skill.
- 2) Maximum of One entry shall be entertained from a single mobile number. In case a participant registers more than one entry from a single mobile number, all such extra entries will be discarded and will not be considered for the Contest.
- 3) TCL or its Partner Agency shall not be held responsible for, including but not limited to:
 - a) Any SPAM generated messages;
 - b) Delivery failure of any SMS message;

- c) Any lost, late or misdirected computer transmission or network issue, electronic or any kind of failures to receive entries, which prevents the participant from taking part in the Contest. The onus lies on participant and the network he / she uses;
 - d) For non-receipt of the message by the participant, if the participant has registered himself / herself on the DND list of the telecom provider or the participant has registered with National Do Not Call Registry or participant has specifically requested for not receiving messages or phone call in connection with any campaign / contest;
 - e) Any other conditions beyond its/their control.
- 4) All the participants hereby agree and give consent to TCL and / or its Partner Agency that even if they are registered under NDNC (National Do Not Call) and/or DND (Do Not Disturb) list, TCL and / or its Partner Agency in connection with the Contest, will have valid authority to call and send messages to such participants, by virtue of them having voluntarily participated in the Contest;
 - 5) There is no entry fees for the participation;
 - 6) The selection process of the winner is provided under the head “SELECTION PROCESS” below;
 - 7) The participant unconditionally agrees that he / she shall not:
 - Violate any of the terms and conditions set by TCL;
 - Make any misrepresentation; or
 - Make any statement or claim which is false or incorrect.

CONTEST PERIOD AND PROMOTIONAL PACKS:

- 1) Entries for the Contest will be accepted till 23.59 hours of 21st August, 2016 ;
- 2) The time of making entry to the Contest shall be deemed to be time when the entry is confirmed to have been received through successful registration as explained/stated under the head “HOW TO PARTICIPATE”.

SELECTION PROCESS:

The selection process explained below shall be followed through and applied for selecting the winner/s:

- 1) Screening – The winners will be selected based on the creativity of their recorded message however in case the number of participants and entries are very large, TCL may select the winners by way of a draw through a scientific random basis, for screening the participants, from all the valid entries received for the Contest;
- 2) Shortlisting –A group of competent personnel or qualified panel as specifically chosen by TCL will judge the screened entries on set parameters of uniqueness, creativity and brand connect. A short list and a wait list will be created as an output

of the evaluation process. TCL reserves the right and shall have the option to change any single or all judges from the group of competent personnel or panel and shall also have the option to change the parameters to be followed for evaluation, at its own discretion.

- 3) Total 400 participants will be selected who will receive the surprise gift.

CONTACTING PARTICIPANTS / WINNERS:

- 1) Once the participants are shortlisted, the Partner Agency shall call the participants on the number from which entry to the Contest was made;
- 2) In the event short listed participant's number is found busy, unreachable or switched-off or he / she does not attend the call, two (2) more attempts would be made to contact the participant. Even after making all the attempts, if the participant is still unable to be contacted for whatsoever reason; the participant's entry shall become null and void. Any grievance from participant in this regard would not be entertained and decision of TCL and/or its Partner Agency shall be final and binding;
- 3) In case any participant is not interested in continuing his / her participation in the Contest or is otherwise found ineligible, TCL and / or its Partner Agency shall contact participants from the waitlist in chronological order;
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- 4) TCL and / or its Partner Agency will request the participant to provide a copy of the photo ID proof and /or address proof;
- 5) The honour or prize can be claimed only by the person who has participated in the Contest and no one else, including his / her nominee or legal heir.
- 6) In case any participant is not contacted, it shall be deemed to mean that the person has not been chosen through the selection process and criteria;
- 7) The name of the winners will be announced after 21st August 2016 in the manner / medium as deemed appropriate by TCL and / or its Partner Agency.

DISPATCH OF PRIZE TO PARTICIPANTS:

- 1) Prize would be dispatched to winners through courier service;
- 2) If the winner is not found available at the given address, one (1) more attempt will be made to deliver the prize; no further attempts will be made to deliver the prize and the winner would then , either have to collect it from the courier agency's office, from TCL or its Partner Agency's office, as the case may be;
- 3) The winner would need to bear the cost, if any, for collecting the prize;
- 4) In case the winner fails to claim the prize on or before the specified date (not more than seven (7) days from the date of intimation given to the winner), he / she shall be deemed to have forfeited the claim on the prize;

- 5) TCL or its Partner Agency shall not be liable for any loss or damage of the prize due to any act of god, governmental action and any other force majeure event which is beyond the control of TCL and/or its Partner Agency and shall not be liable to pay any compensation whatsoever for such losses, or otherwise, for any delay.

PUBLICITY:

- 1) The participants unconditionally and irrevocably permit TCL and / or its Partner Agency or any other third party engaged by TCL to announce their names, cover the Contest through various media including newspaper, radio, television show, news channels, internet, hoardings, brochures, digital medium, point of sale materials etc., and shall not raise any objection in this regard;
- 2) TCL and / or its Partner Agency shall be at liberty to use the photographs, voice, motion pictures of the participants for media coverage, advertisement or publicity in any form which exists today or will be known anytime in future, without any consideration to the participant and the participant shall have no objection to the same.

INTELLECTUAL PROPERTY:

- 1) All right, title and interest, including but not limited to the Intellectual Property Rights in the promotional materials, Contest and / or responses received as a part of the Contest shall vest solely and exclusively with TCL in perpetuity;
- 2) All the materials used or forming part of the Contest, including but not limited to message, audio, electronic or visual form, or a combination of those or photographs, audio or video recording that of participants / winners shall automatically get assigned to TCL and become exclusive property of TCL. Intellectual property rights in all such materials shall belong to TCL. TCL shall be entitled to use the materials in any manner as it deems fit.

DISPUTE RESOLUTION:

- 1) All disputes related to the Contest shall be subject to exclusive jurisdiction of Courts located at Mumbai, India;
- 2) The terms and conditions of the Contest shall be governed and construed in accordance with the laws of India.

MISCELLANEOUS:

- 1) TCL reserves its right to suspend, shorten, modify, extend or cancel the Contest at its sole discretion;
- 2) Mere participating in the Contest does not entitle a participant to a prize unless all other terms and conditions are fully complied with. Any fraudulent conduct on the

part of participant/winner shall disqualify him/her from participating in the Contest or to claim any honour or prize;

- 3) TCL reserves its right to modify these terms and conditions without any prior notice.
- 4) The participants are requested to read the terms and conditions carefully by accessing it on the Contest Website;
- 5) The entries submitted by participants under this Contest shall be treated as his /her own independent personal views and submissions;
- 6) Participants hereby indemnify TCL and its Partner Agency from any loss that may occur to TCL and/or its Partner Agency due to non-adherence to these terms and conditions or due to submissions of abusive, defamatory content in the Contest or due to any act or omission on the part of participants;
- 7) Selection of the winners shall be done at the sole discretion of TCL;
- 8) TCL reserves its right to remove, refuse or cancel access to any participant/ winner without any reason and shall not be responsible or under any obligation to provide any prize or honour under the Contest;
- 9) Decision of TCL for conducting the Contest and / or selection of the prizes and its winners shall be final and binding;
- 10) TCL and / or its Partner Agency shall not be responsible for any loss, damage, claim, demand etc. made / suffered by any participant while participating in any stage of the Contest;
- 11) None of the provisions of these terms and conditions shall be deemed to constitute a partnership or agency between any participant with TCL and / or its Partner Agency;
- 12) TCL and / its Partner Agency shall not be responsible or liable to perform any of its/ their respective obligations under the Contest or provide the prizes, as a result of circumstances beyond its/their control; circumstances including but not limited to, fire, war, explosion, natural calamities, emergency, govt. restrictions, statutory orders, riots, or for any other force majeure event which is beyond its control and shall not be liable to compensate the participants for the same.
- 13) If a participant is dissatisfied with any of these terms and conditions, he /she shall be free to not to participate in the Contest or discontinue at any stage from participating in the Contest;
- 14) Failure or delay in exercising any right or remedy available under these terms and conditions and / or law does not constitute a waiver of any rights or remedies available to TCL and / or its Partner Agency;
- 15) TCL may in future come up with alternate routes for participating in the Contest like entry through website, SMS (messaging) or through any other medium and all the terms and conditions as contained herein shall also be applicable on the alternate route of participation in the Contest;
- 16) By virtue of participation in the Contest, the participants entitle TCL to disseminate information about its consumer products on their contact numbers, in the future.