

“Fab@40 Nominations”

This campaign titled “**Fab@40 Nominations**” is subject to the following terms & conditions (“**T&C**”), which may be updated by Times Internet Limited “TIL” from time to time without any prior notice to Participant (as defined below). Participant can review the latest version of the T&C at any time at <http://economictimes.indiatimes.com/fab40.cms> and if the Participant does not agree with these T & C, Participant is requested not to participate in the Campaign. Participation in the Campaign shall be deemed as the acceptance of the T&C by the Participant.

1. DEFINITIONS

- a. “Campaign”: - means this campaign titled as **Fab@40 Nominations**.
- b. “Participant”:- shall mean the user, who is eligible to participate in the Campaign and chooses to participate in the Campaign.
- c. “Judges”: means the panel of judges appointed by TIL in its sole discretion, who shall have final authority to declare the winners of the Campaign. The decision of Judges shall be final and binding on the Participant.
- d. “Territory”: - shall mean “India”
- e. “Winner”:- shall mean the Participant who is declared as winner of the Campaign as per the terms listed below.
- f. “Nomination” – There will be 2 types of nomination where the user can nominate themselves or any other person for the campaign. All the nominees should age between 36 to 40.

2. ELIGIBILITY

- a. This Campaign is valid in the Territory solely for users who are Indian citizens entitled to enter into any contract and are aged 18 years and above; However, Participants below eighteen years of age may participate in the campaign with parental or guardian guidance and approval before participating in the Campaign.
- b. To participate in the campaign, the participant has to fill in all the details and authenticates himself by confirming his email id and other details in the form as mentioned on the website.

3. CAMPAIGN DURATION:-

- a. Campaign shall start from 10am on 17th August 2015 and will conclude on 6 P.M. on 17th November (“**Campaign Period**”). TIL reserves the right to extend or shorten the Campaign Period at its sole discretion for any further duration.

4. CAMPAIGN DETAILS AND PARTICIPATION

- a. This Campaign is aimed at successful single step email verification and subsequent Nominations by the users.
- b. Registrations happening through any other mode shall not be credited to the participant under any circumstances. TIL reserves the right to change the mechanisms of measuring and consolidating the aggregate counts of Nomination registrations being done by the user.
- c. All users who have registered before the campaign start date will not be eligible for the nominations
- d. The users must have authenticated their profile as per the steps in the microsite registration process. All registrations happening on <http://economictimes.indiatimes.com/fab40.cms> are subject to acceptance of our terms and Conditions.
- e. There is no set limit to the number of Nominations a participant has to do. The users can then refer the Campaign to as many friends or acquaintances.
- f. The participants will be judged on the basis of the number of unique registrations happening though the URL assigned to the participant as a part of the Nomination process.
- g. All results for the campaign will be declared 7 working days after the end date of the Campaign as specified above. TIL reserves the right to change the time duration of the Campaign and the date of announcement of the prizes and winners.

4. Participation Fee

There is no fee for entry or participation in the Competition.

5. PRIZES

- a) Winners will be entitled for Apple MacBook Air and the Top 10 nominations will be given 1K gift vouchers.
- b) Any charge over and above the stated prize shall have to be borne by the winners themselves including, without limitation, travelling, prize collection/delivery charges etc.
- c) Prizes shall be non-transferable and must be accepted as awarded. No Cash payment in lieu of the prizes shall be made. Winners shall have to bear all incidental costs, if any, that may arise, such as transportation costs for the fulfilment of the prize.
- d) All applicable taxes/duties/levies including service tax or applicable gift taxes on winning the prize shall be borne by the Winner. All deductions (such as TDS), withholding tax etc, wherever applicable, shall be made by TIL in accordance with the Income Tax Act, 1961 or as any other law as applicable before disbursement of Prize.
- e) All Prizes shall be subject to T & C and compliance with all applicable statutory legislations/ processes /formalities as may be applicable to specific Prizes.
- f) TIL reserves the right to cancel / change any of the listed Campaign prizes.
- g) TIL reserves the right to change the quantity / denomination of the prizes as per its discretion.
- h) All participants qualifying for all the prizes listed above are required to claim the prizes post the announcement of the winners. The process of claiming the prizes shall be mentioned in the notification. The user has to provide necessary details and documents validating his identity in the event of him/her qualifying as a winner. In the event the selected winner(s) does not provide the relevant documents (such as PAN CARD, IDENTITY PROOF, MOBILE NO. OWNERSHIP) as required by TIL, within a period of Thirty (30) days of intimation with regards to the same, TIL may, at its sole discretion, cancel the entitlement of the said winner and may award the prize to the second highest eligible participant.
- i) TIL also reserves the rights to change the prize at any time during the campaign, in case the mentioned item / product is not available in the market but at the same time TIL will ensure that the winner gets other / alternate prize worth the winning amount.
- j) TIL expressly disclaims all warranties of any kind, whether express or implied. Neither does TIL make any warranty that the items / products made available under the Service will meet your requirements, or the delivery of the item / product will be timely, secure, nor is TIL responsible for any damages done in transit.
- k) All / any government taxes on prizes (as applicable), shall be borne by the winner(s) and all deductions (such as TDS), wherever applicable, shall be made by TIL in accordance with section 194 B of the Income Tax Act, 1961.
- l) The prize shall be subject to such other terms and conditions as may be applicable to specific prize(s) and shall have to be duly complied with by the winner.
- m) The decision of TIL in respect of all prizes / transactions under this Campaign shall be final and binding and no communication in this regard shall be entertained.

6. OTHER TERMS AND CONDITIONS:

- a. All applicable taxes/duties/levies including service tax or other applicable taxes on winning the Prize/s. All deductions (such as TDS), withholding tax, transfer fee, insurance, regulatory and statutory duties, cess, surcharges, taxes (including TDS), registration fees etc. that may be applicable to avail/use the Prize/s will be borne exclusively by the winner.
- b. All Prize/s shall be subject to T & C and compliance with all applicable statutory legislations/ processes /formalities as may be applicable to specific Prize/s.
- c. Apart from the entitlement to the above Prize/s, the winner/s or their legal heirs will have no other rights or claims against TIL.
- d. TIL reserves the right to terminate, modify or extend this Campaign at any time at its absolute discretion, with notice to the Participant.
- e. TIL shall not be responsible for any loss or damage if it has to discontinue or cancel this Campaign in compliance with any law, ruling, order, circulars, notifications, regulation, requirement or instruction of any Central/State Government or for any other unavoidable reason beyond its control.
- f. The participation in this Campaign implies acceptance of all the terms and conditions of the Campaign.

- g. The decision of TIL as to the interpretation of any of these terms and conditions shall be final and binding on the Participant.
- h. This Campaign cannot be combined with any other offer or promotion currently being offered.
- i. Any failure on the part of the winner to comply with directions issued by TIL, or in the event of any ambiguity / uncertainty / unavailability of the winner, TIL, in its own discretion will be entitled to cancel the Prize(s) for the said winner(s).
- j. TIL reserves the right to change / modify the T&C at its own discretion and without any prior notice or assigning any reason or to withdraw /suspend or terminate the campaign. Therefore, Participants are advised to regularly check for any amendment(s) or update(s) to the T&C. No correspondence in this regard shall be entertained.
- k. Participant expressly agrees and acknowledges that Participant participates in the Campaign at its sole risk and responsibility. That the Campaign or service is provided on an "AS IS" and "AS AVAILABLE" basis. TIL expressly disclaims all warranties of any kind, whether express or implied. TIL shall not be responsible for sub-standard quality or any defects of any nature in the Prize supplied by manufacturers, including any damages done in transit. Any claim in respect of any Prize is a subject matter of the manufacturer of the product / service provider providing services as Prize to the winners of the Campaign and all enquiries for warranty / defect/ deficiency related claims or disputes shall be directly settled between the Winner and the manufacturer/service provider.
- l. The Participant hereby agrees and undertakes not to held TIL or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Participant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of participation in the Campaign.
- m. For the purpose of Nomination (as per definition stated above in point i), any forwarding or distribution of the URL link through the media / avenues is an activity done by the Participant and TIL shall not be responsible for the content used by the participant for distribution nor shall be TIL held responsible for the sites / media on which the unique URL is being posted onto.
- n. THE CAMPAIGN IS NOT OPEN TO EMPLOYEES OF TIMES GROUP AND ITS AFFILIATES, TECHNOLOGY PARTNERS, AND MEDIA PARTNERS.
- o. By participating in the Campaign and/or accepting a prize, Participant agrees to defend, release and hold harmless the Sponsor, TIL and subsidiaries, affiliates, divisions, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, employees, representatives, agents and all others associated with the development and execution of the Campaign (collectively the "Releases") from and against any actions, claims and/or liability for injury, loss or damage of any kind (including any for the violation or infringement of any proprietary or personal right of any individual or entity) resulting in whole or in part, directly or indirectly, from participation in the Campaign, and/or the use, acceptance, or possession of a Campaign prize, participation in a Campaign prize-related activity, and/or the publication of a submitted entry.
- p. The aggregate liability of TIL, in case of any damage, loss, cost, claim, liability or expense (including legal costs and expenses) caused to or incurred by any act, omission or representation in respect of the Gratification/s of this Campaign to any individual winner, shall not exceed the value of Gratification won by the winner
- q. TIL shall not be liable for any special, indirect or consequential loss or damage, loss of profits, business, revenue and/or goodwill. In the event, TIL is held liable for any damages, the aggregate liability of TIL under this campaign shall be not be more than the value of prize won by the user.
- r. TIL reserves the right to disqualify any Contestant if it has reasonable grounds to believe the Contestant has breached any of these terms and conditions. Any failure on the part of the winner to comply with directions issued by TIL, or in the event of any ambiguity / uncertainty / unavailability of the winner, TIL, in its own discretion, shall be entitled to cancel the Prize(s) for the said winner(s). No correspondence in this regards shall be entertained. TIL's decision shall be final, binding and non-contestable.
- s. Subject to applicable laws, Contestant hereby grant TIL & Essilor, by participating in the Competition and/or accepting a Prize, the right to use, in perpetuity, the Contestant's information, publish and display

Contestant's picture, voice, video, statements, quotes which may be adapted, edited or modified, as solely determined by TIL for advertising, trade, publicity and promotional purposes in any media without notification or approval, all without any additional consideration.

- t. Neither does TIL make any warranty that the Competition and or emanating results will meet your expectations, or the services will be uninterrupted, timely, secure, or error free.
- u. All disputes are subject to the exclusive jurisdiction of the courts at New Delhi.