

Offer Name: Maggi Registration

Terms and Conditions (T&C):

Part A

1. This Offer is sponsored, organized and administered by Paytm E-commerce Private Limited, a Company which owns and operates an online market place on the website located at the URL 'www.paytm.com' and 'Paytm' mobile application, and partly operates on license basis, on website located at the URL 'www.paytm.com' and 'Paytm' mobile application, Paytm IVR and Paytm WAP and is having its registered office at 1st Floor, Devika Tower, Nehru Place, New Delhi - 110019 and corporate office at B-121, Sector 5, Noida, UP 201301. For clarity and brevity Paytm E-Commerce Private Limited is hereinafter referred to as "**Paytm**".
2. By participating in this Offer, You (hereinafter referred to as "**Participant (s)**") agree to be legally bound by and abide by the Terms & Conditions stated herein (**T&C**). Participant(s) confirm and acknowledge that Participant(s) has read, understood and agree to conform to these T&C. If Participant (s) does not agree to these T&C, please do not participate in this Offer. Paytm reserves the right to amend, modify, change, add or terminate these T&C or discontinue this Offer without any further notice.
3. This Offer is valid from **8th April, 2017 at 10:00:01 hours** till **21st April, 2017 at 23:59:59 hours** hereinafter referred to as "**Offer Period**".
4. This Offer shall not be clubbed/used in conjunction/alongside any prevailing offer/Offer/promotion running on Paytm Platform. The Participants are eligible for the cash back Offer / promo codes running on the Paytm Platform.
5. Any customer who participates (i.e., registers with his/her personal details like name, phone number, address, email address etc. at this link - <https://paytm.com/maggi>) during the Offer Period will be eligible to win a Maggi goodie box (a shipment pack with 1 piece each of 4 newly launched flavors)
6. The Offer is only valid if a person has filled all the mandatory details (name, phone number, address, email address etc.) with accurate information.
7. Out of all the eligible participants, Paytm will pick a maximum of ten thousand (10000) participants as winners selected on random basis. Each of the winners will win a Maggi goodie box.
8. A Participant(s) shall not be entitled to win more than one prize as stated above and only once during the entire Offer Period. This is to clarify a winner who has won Maggi goodie box once will not be eligible to win it again in this Offer.
9. Paytm will select the winners on the basis of randomized selection during the Offer Period. Paytm may announce few TENTATIVE winners during the intermittent period of Offer and the rest may be announced thereafter. Paytm shall have the sole discretion in all selection and the same shall not be challenged in any manner by any Participant(s) including the winner.

10. Offer is being made purely on a "best effort" basis and is valid for a limited period only. Paytm reserves its absolute right to withdraw and/or alter any of the terms and conditions of the Offer at any time without prior notice.
11. The number of winners selected shall be "Tentative Winners" who shall be contacted by Paytm and confirmed basis qualification criteria, verification & submission of required documents as per the clause mentioned below. The tentative winner declared by Paytm understands that he/she is not a final winner and his/her winning is subject to verification & confirmation by Paytm.
12. Post selection of "Tentative winner", Paytm shall make three (3) attempts within 48 hrs to contact winner on their registered Mobile Number/E-mail in the contest to inform about the gratification and further process of claiming the gratification.
13. Post selection of Tentative Winners, each such winner shall be required to provide adequate documents required for identification and for claiming the prize from Paytm within prescribed time limits provided in this regard, failing which such winner shall be considered ineligible for being selected as Final Winner/s. Final Winner (s) shall be the term given to those Tentative Winners, who have submitted the required documentation and have complied to all the relevant clauses mentioned herein.
14. **Gratification/s (Prize):**
 - a. The Final Maggi goodie boxes shall be shipped to the registered address of the final winners within 60 days of final selection of winners in this Offer.
 - b. The shipped Maggi goodie boxes will be couriered via a third party logistics company and the accountability of delivery of gifts would rest with the logistics partner.
 - c. The courier partner will make a maximum of 2 attempts to deliver the Maggi goodie box. If the courier partner is not able to deliver the Maggi goodie box within 2 attempts, the Maggi goodie box will not be delivered to the final winners and the selection of the final winner will be cancelled. There will not be any further selection of an alternate new winner.
15. All the communications to the final winners will be on the mobile number, email id, address registered with Paytm.
16. The Maggi goodie box cannot be cancelled or returned.
17. This offer can neither be exchanged with cash nor can be used for any other purpose
18. Winner/s will be notified by Paytm on their registered Mobile Number/E-mail registered on Paytm Platform to inform about the gratification and further process of claiming the gratification.
19. Employees of Paytm (including their family members) and of their group companies, affiliate or associate companies, shall not be eligible for any of the gratifications under this Contest. In case it comes to the knowledge of Paytm that any winner is an employee of Paytm or their family member, Paytm reserves the right to forfeit the

gratification. Further, to participate in contest the participant needs to have registered Paytm account.

Part B – Other Terms & Conditions:

1. The participation in the Offer is open only for the Indian citizens of 18 years of age or above, provided they are Paytm Registered Users in India. **The residents of the state of Tamil Nadu and wherever else prohibited by Law, shall not be entitled to participate in this Offer.**
2. By buying this Offer, Participant(s) have given us the right to use your name, photograph and other personal details for the purpose of this contest including announcing your name as eligible participant on social media, Paytm platform, or in any other public domain.
3. By buying this offer, customer(s) consent to the following information available on Paytm platform and their concerned vendors and/or published or otherwise communicated to in any media that Paytm may deem fit, for the purpose of winner's announcement: name, mobile phone number, score and/or photograph. Paytm may, at their discretion, choose not to disclose the identity of the selected winner(s) to other participants unless expressly mentioned herein. The participants also consent to the information being shared by Paytm with its affiliates and service providers and to the information being processed and stored in the servers of Paytm or its service providers, inside or outside India.
4. Participant(s) acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the App content, Website and all material or content related to the Offer shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained in Paytm Platform is made available for Participant's personal and noncommercial use only. Any other use of the material/ content on Paytm Platform and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.
5. **Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of the participant's requirements or aspirations, timeliness, security, the results or reliability of the Contest, delay in sending or receiving the SMS for participating in the Contest, delay in time taken or recorded for answering a question under the tie-breaker process, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The participant expressly agree that his/her participation in the Contest is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.**

6. The gratification(s) under this Offer is/are neither assignable nor transferable under any circumstances, unless specifically provided hereunder. All the gratifications shall be subject to T&C as may be applicable to specific gratification and shall have to be duly complied with by the winner(s).
7. The gratification(s) to the winner(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by Paytm before accepting the delivery of the gratification. Any failure on the part of the winner(s) to comply with directions issued by Paytm for claim of gratification shall entitle Paytm to forfeit the gratification(s) or roll the gratification over to the next eligible winner(s), at their sole discretion.
8. Any Participant(s) providing any incorrect information or concealing/withholding any information from Paytm with intent to participate and/or be chosen as the winner(s) of the Offer will automatically be disqualified from participating in it and being chosen as the winner(s) of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, domicile, contact number etc. by the Participant(s) or dispute with platform shall entitle Paytm to disqualify him/her without any further intimation.
9. The Participant(s) shall indemnify and keep indemnified Paytm and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Paytm may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participant(s) under the T&C hereunder, any failure by the Participant(s) to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Paytm shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant(s). Paytm or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner(s) or any third party, in connection with the Offer.
10. All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the winner(s), including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. The participant/s who have won the gratifications have to make their own arrangements for travel, accommodation to claim the gratification (if applicable); Paytm shall not be responsible for the same or any cost of travel and accommodation incurred by any of them.
11. The participants and Winner(s) hereby irrevocably authorize Paytm and its owners, affiliates, subsidiaries, associates to use the data gathered during and/or after the Contest in respect of the Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the contest, participant/s confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future contests from Paytm.

12. This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of Paytm ("**Force Majeure Event**"). Paytm shall not be liable for any delay or adverse effect caused to this Contest there under as a result of a Force Majeure Event. Paytm shall intimate the suspension of Contest caused as a result of such Force Majeure Event to the participants within reasonable time.
13. This Offer is subject to guidelines/ directions issued by any competent authority from time to time.
14. Paytm shall not be responsible for any claims arising out of technical failures before, during of the Offer or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Offer, delay in time recorded, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.
15. Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the T&C and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Participant(s).
16. Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm shall assign any of its rights within the Offer to any party without prior intimation to Participant(s).
17. Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant(s).
18. The winner/s understand and agree that Paytm, its officers, directors, employees, customers, affiliates and agents shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a winner and/or any third party, directly or indirectly, by use or non-use of the gratification/s.
19. Apart from the entitlement to the Prize, the winners or their legal heirs/ successors/ representative will have no other rights or claims against Paytm, its owners and affiliates, Maximum aggregate liability of Paytm shall not exceed value of the concerned prize in case of any dispute, in pursuance to the terms and conditions herein.
20. By participating in this Offer, Participant(s) have given us the right to use their names, photographs and other personal details for the purpose of this Offer including announcing names as eligible Participant(s) on social media, Paytm Platform, or in public domain. The Participant (s) and winner(s) hereby irrevocably authorize Paytm and its affiliates, subsidiaries, associates to use the data gathered during and/or after the Offer in respect of the Participant (s)/winner(s) in any of

communications including but not limited to marketing/advertising promotions along with or without Paytm's brand.

21. The winner(s) understand and agree that acceptance of the Prize by them, constitutes grant of permission to the facilitators to click photographs of the winner and use the winner's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the winners. The participant/winner hereby provides his/ her irrevocable consent for sharing /submission of his/her personal information to Paytm, and subsequent use by Paytm of such information for lawful purposes as per its discretion.
22. Post winner(s) declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared winner(s) are ineligible/ disqualified then Paytm reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.
23. Paytm reserves the right of declaring the winner(s) on the basis of terms stated herein and no questions whatsoever in this regard will be entertained and Paytm discretion will be final and binding.
24. Paytm may, at their sole discretion, choose not to disclose the identity of the selected winner(s) to other Participant(s) unless expressly mentioned herein. The Participant(s) also consent to the information/s being shared by Paytm with its affiliates and service providers and to the information/s being processed and stored in the servers of Paytm or its service providers, inside or outside India.
25. Participant(s) acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the App content, Website and all material or content related to the Offer shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained in Paytm Platform is made available for Participant's personal and non-commercial use only. Any other use of the material/ content on Paytm Platform and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.
26. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Paytm including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of the Offer, delay in sending or receiving the SMS for participating in the Offer, delay in time taken or recorded for answering a question, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Offer or any transactions effected through the Offer; (b) The Participant(s) expressly agree that his/her participation in the Offer Offered by Paytm is at his/her sole risk and is governed by the T&C herein; and (c) No advice or

information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ App, shall be construed to mean the giving of any warranty of any kind by Paytm.

27. The gratification(s) under this Offer is/are neither assignable nor transferable under any circumstances, unless specifically provided hereunder. All the gratifications shall be subject to such other T&C as may be applicable to specific gratification and shall have to be duly complied with by the winner(s).
28. The gratification(s) to the winner(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by Paytm before accepting the delivery of the gratification. Any failure on the part of the winner(s) to comply with directions issued by Paytm for claim of gratification shall entitle Paytm to forfeit the gratification(s) or roll the gratification over to the next eligible winner(s), at their sole discretion.
29. Any Participant(s) providing any incorrect information or concealing/withholding any information from Paytm with intent to participate and/or be chosen as the winner(s) of the Offer will automatically be disqualified from participating in it and being chosen as the winner(s) of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to but not limited to name, age, identity, address, domicile, or any other information provided by the Participant(s), shall entitle Paytm to disqualify him/her without any further intimation.
30. The Participant(s) shall indemnify and keep indemnified Paytm and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Paytm may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participant(s) under the T&C hereunder, any failure by the Participant(s) to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Paytm shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant(s). Paytm or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner(s) or any third party, in connection with the Offer.
31. All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the winner(s), including but not limited to TDS, gift tax (if any),

Insurance and any other taxes applicable by the Central, State or Municipal government.

32. Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm shall assign any of its rights within the Offer to any party without prior intimation to Participant(s).
33. Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant(s).
34. There will be no cash alternative to winner(s) beyond the stated gratification/s.
35. The winner/s understand and agree that Paytm shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a winner and/or any third party, directly or indirectly, by use or non-use of the gratification/s.
36. The liability of Paytm shall not exceed value of the concerned prize in any case/dispute.
37. The winner/s understand and agree that Paytm shall not be liable for any quality constraints/ usage constraints/ value deterioration issues/ timely delivery issues that may arise within the gratification/s provided since it is a third party product/service, to which effect, Paytm is only a facilitator and not the actual product/service provider since such responsibility is of individual merchants.
38. Apart from the entitlement to the gratification, the winner(s) or their legal heirs/ successors/ representative will have no other rights or claims against Paytm. Maximum aggregate liability of Paytm is restricted to the extent of issuing the gratification to the winner(s), in pursuance to the terms and conditions herein.
39. Post winner(s) declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared winner(s) are wrong then Paytm reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.

40. The T&C mentioned in this Offer is the extension of Paytm policies/terms and conditions, mentioned on the Paytm Platform. In case of any conflict, these T & C shall prevail.

41. Paytm reserves the right of declaring the winner(s) on the basis of terms stated herein and no questions whatsoever in this regard will be entertained and Paytm discretion will be final and binding.

42. Any dispute arising out of this Offer and terms & conditions of this contest shall be attempted to be resolved amicably through negotiations with the Paytm Representative. In the event amicable settlement fails, the dispute shall be referred to mediation, the venue of mediation shall be at Delhi.