# **Terms & Condition**

- **1**. Contest is will be run by Future Retail Ltd.
- **2. CONTEST PERIOD:** 17<sup>th</sup> May 28<sup>th</sup> May 2017
- **3. ELIGIBILITY:** Participation for the contest is open to everyone who, on the date of entry, are residents of India, at least 15 (fifteen) years of age or older and not barred by law.

### 4. HOW TO ENTER:

- User registers on facebook with legitimate personal details
- Shop with fbb for kidswear collection, between 17<sup>th</sup> to 28<sup>th</sup> May, 2017
- Provide your registered Mobile number to cashier while billing

# **5. GRATIFICATION:**

- a) Prize under the contest is non-transferable and non-substitutable and under no circumstances will be replaced with cash.
- b) 8 Winners from Mumbai and 8 winners from Delhi will get free entry passes to Kidzania in their respective cities, that will have validity till 31st June, 2017.
- c) 5 Lucky winners who win free shopping at fbb stores for a year, will get coupons worth Rs. 1000 each every month starting from June 2017 to May 2018. The coupons will only be valid on selected brands in kids wear only at fbb stores.

## 6. TERMS OF ENTRY:

- a) Company reserves the right to disqualify any Participant who, in Company's sole and absolute discretion, is not eligible to participate in the Contest.
- b) Future Retail Ltd. has the sole right to withdraw / edit any aspect of the Contest at its discretion and / or alter the terms and conditions without prior notice.
- c) Entries can be submitted by an individual participant only. Group entries will not be accepted (although different individuals might have taken part in the making of an entry, only one individual may be considered to have submitted the entry.

- d) Participants should not submit entries for any person other than themselves, regardless of whether or not the Participant has submitted his/her own entry.
- e) All entries must be submitted in the English language. Entries not submitted in accordance with the instructions provided in the website, and the terms and conditions herewith, shall not be considered in the Contest and Company shall bear no responsibility for any such entries.
- f) Proof of mailing, faxing, or delivering (in any manner whatsoever) any details to the Company does not denote proof that the Company has received such details.
- g) Neither Company nor any of their respective parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, agents and employees, nor any Internet access providers (collectively "Released Parties") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost / delayed data transmission, lost / delayed / misdirected mail, omission, interruption, deletion, defect, line failure of any network, computer equipment, software or any combination thereof, or for late, lost, damaged, misdirected, incorrect or incomplete entry.
- h) If for any reason any aspect of this Contest is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of Company which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Company may in its sole discretion cancel, terminate, modify or suspend this Contest or invalidate any affected submissions.

#### 7. TERMS FOR PRIZE DISTRIBUTION

- a) The winners shall also be contacted by email on the contact IDs provided by the participants. fbb India shall not be liable in any manner whatsoever for any participant who cannot be contacted on the email provided by them or if the email provided by them is incorrect.
- b) By entering into the contest, entrants are deemed to have accepted the contest rules.
- c) Winners may have to provide necessary ID proof before receiving the prize. fbb India may not disburse the prize if suspects the ID.
- d) fbb India reserves the right to terminate, modify or extend the prize and the terms and conditions of the prize at any time without

- prior notice at its absolute discretion and without assigning any reason.
- e) This offer/prize cannot be clubbed with any other offer/prize of fbb
- f) fbb does not warranty or guarantee the quality of the prize and no claims related to the prize shall be entertained as it's a complementary offer.
- g) In case of any dispute or difference in respect of or in connection with the offer and/or the prizes therein, the decision of fbb India shall be final and binding on all concerned and no correspondence or appeals will be entertained in this regard.
- h) Unless otherwise indicated, fbb shall deem any information voluntarily supplied during the course of the offer/program and/or personal information provided by the participants as non-confidential, which hereby discharges all obligations of confidentiality. fbb shall be free to reproduce, use, disclose and distribute the information for its use to third parties without limitation
- **8. DETERMINING FINALISTS:** The right to decide contest winner rests with Future Retail Ltd only and the decision stands unquestionable.
- **9. ADDITIONAL TERMS:** Company or its affiliates and agencies will not enter into any correspondence, including email, with nonwinning Participants... ALL PARTICIPANTS ACCEPT THESE TERMS AND CONDITIONS AGREE TO BE BOUND BY THE DECISIONS OF COMPANY, WARRANT THAT THEY ARE ELIGIBLE TO PARTICIPATE IN THIS CONTEST AND RELEASE COMPANY AND ITS AFFILIATES AND AGENCIES THEREIN FROM AND AGAINST ALL CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THEIR PARTICIPATION AND/OR ENTRY IN THE CONTEST AND/OR AWARDING OF OR USE OF ANY PRIZE AWARDED IN THIS CONTEST. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, COMPANY AND SUCH OTHER ENTITIES ASSOCIATED WITH THIS CONTEST RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY

SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. PARTICIPANT AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY, ITS AFFILAITES AND ITS OFFICER, DIRECTIRS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH ENTRY, OR USE THEREOF, OR BY RESPECTIVE PARTICIPANTS' BREACHES OF ANY TERMS & CONDITIONS OR WARRANTY ASSOCIATED WITH THE CONTEST. If, in FUTURE RETAIL LTD. opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, FUTURE RETAIL LTD. reserves the right to void suspect entries and/or votes and/or terminate the Contest and award the prizes from among all eligible entries received as of the termination date. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or vote repeatedly is prohibited. In the event of a dispute as to the identity of a Participant based on an email address, the entry in question may be disqualified subject to the FUTURE RETAIL LTD. discretion.

#### 10. EXCLUSION OF LIABILITY:

- a) Company its affiliates, officer and directors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Contest or the acceptance or use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- b) Nothing on any other website of Company or relating to this Contest, shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of Company or its affiliates companies or any third party, whether by estoppels, implication or otherwise.
- c) Company and/or its agent shall be licensed to evaluate all submissions for the purposes of this Contest, including verification and as specified in these terms and conditions.
- d) The software and programming code and media content relating to Contest is protected by the applicable laws of copyright, trademark, patent, and other proprietary laws.

#### 11. MISCELLANEOUS:

a) FUTURE RETAIL LTD. Company reserves the right to change these terms and conditions without prior notice. A Consumer shall be deemed to have notice of any such amendments or interpretations upon publication of the same on the Page and shall be deemed to have accepted such amendments or interpretations by virtue of her continued participation in this Contest. Should a Consumer not wish to continue to participate in this Contest pursuant to the prevailing terms and conditions as amended or interpreted, she may terminate participation in this Contest upon written notice to Company. It is responsibility of the participants to inform Company of any change in the address of correspondence, for availing the prizes. Apart from the entitlement to the above prize/s, the winner will have no other rights or claim against Company or its affiliates, officer, directors.

# 12. Privacy Policy:

- a) Participation in this Contest is purely voluntary.
- b) The data given by the participant i.e. Mobile Number, Email ID and Name, will be used in strict confidence by Company & its other partners and these will not be passed to any other party.
- c) The participant's information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without the participant's consent, other than for the express purpose of delivering the prizes to the winners of the contest.
- d)Company implements a variety of security measures to maintain the safety of the personal information when is entered, submitted, or accessed.
- e) Company does not sell, trade, or otherwise transfer to outside parties any personally identifiable information. Company may release your information only when it believes that the release is appropriate to comply with the law, enforce Company's site policies, or protect Company or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses. f) By participating in the contest the participant consent to Company's privacy policy.
- 13. This CONTEST is governed by Indian law and is subject to all applicable state and local laws. Any and all legal actions or claims

arising in connection with this Contest must be exclusively brought in a court of competent jurisdiction in Mumbai, India.