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Definitions

Contest	Home Utsav Chennai 2017
Contest management	Personnel from BCCL and / or organizers who are responsible for the overall
	conduct of the Contest
Participant	Any person who has bought a flat in the given period from the participating
	developers and has entered in the contest in their respective city
Participating Developer	Any of the developers who are participating in the contest for their respective
	city. The participating developers list will be displayed on the website
Registration form	Any registration form supplied by the developers to a buyer on behalf of the
	contest management which Participants are required to complete and submit in
	connection with the Contest for the purpose of participation
Terms and conditions	These terms governing the Contest, as may be amended from time to time by the
("T&C" or "Terms")	Contest management
Website	www.timeshomeutsav.co.in
BCCL	Refers to Bennett Coleman & Co. Ltd.

- By participating in the Contest, Participant agrees to abide by and be bound by these Terms
- These Terms may be modified without any prior notification. Participant is advised to regularly review these Terms. If there is any disagreement with any of the Terms and any amendments thereto, Participant must not participate in the Contest
- The rewards may be changed / modified / split / merged / increased or cancelled by the contest management based on the number and quality of entries received.
- In the event that no Participant in a category are found to be worthy of inclusion by the contest management, the reward may be cancelled. The decision of the Contest management in this regard will be final and non-contestable. The Contest management will not entertain any queries in this regard.

Eligibility Criteria for participation in the Contest

- The event is open only for Indian Citizens resident in India and who are competent to contract.
- The participant must be over 18 years of age as on December 31, 2017
- The participant must have bought a flat in the period of December 15, 2017 to January 31, 2018 from the Participating Developers and has entered in the contest for 2017.
- Registration form should be reviewed, approved and authorized by the participant.
- The participant must submit any one of the following documents along with the registration form to be eligible for the contest:
 - $\circ~$ A copy of the booking amount cheque / DD
 - Letter of intent / Flat allotment letter
 - Receipt from the Developer with the date on receiving the token amount
 - o Confirmation letter from the Developer printed on the letterhead
 - Any confirmation of sale of property
- Apart from the above mentioned documents, the Final <u>Agreement for Sale</u> or receipt of payment done for 40% of total property value paid to the developer along with an acknowledgement letter stating the same printed on the letter head should be produced to the content management within 1 month of intimation or else the reward will go to the backup winner of the contest. This document will be asked from the shortlisted participants only
- Immediate family members of BCCL, sponsors and partners of the Contest are not allowed to participate in the Contest
- The final eligibility of the Participant will be subject to the discretion and approval of Contest management

Call for Entries & Participation

- The call for entries for the Contest will be announced in one or more media platforms and / or by direct communication with potential participants, and that shall be construed to be adequate notice for call for entries
- Participant can register for the Contest by completing the registration form online and then submit the authorized registration form at the participant developer's facility

- Link to fill the registration forms will be available on the website www.timeshomeutsav.co.in and at the participant developer's facility
- Registration for participation in the Contest shall be open on January 05,2018 during the regular operating hours of participant developer's facility
- Participant needs to duly fill all information points on the Registration Form with the help of the sales representative
- A Participant can participate multiple times as long as the property bought is different from the ones previously applied for
- The Contest management has the right to reclassify registration forms from one prize category to another, at their discretion

Submission of Entries- Online & Hard copy

- Last date for submitting completed registration forms is 17:00 hours on February 02 2018
- Submission of registration forms after last date specified may be permitted only at the discretion of the Contest Management
- Contest Management will not be responsible for registration forms that are damaged / lost due to lack or lapse in any communication on account of internet failure
- Participation in the Contest in any manner will be construed as an acceptance to the Terms and conditions stated herein
- Participants can fill the form on the website and submit the completed registration form online
- The Participants need to submit the following documents for valid name & address proof (any one of the following):
 - PAN Card
 - Passport
 - Voter ID
 - Driver's License
 - Aadhar Card
- In case if Participant fails to submit the above documents, they would be disqualified from participation
- The Awards Management will inform the participants regarding the collection of the documents

Timelines

- Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on circumstances.
- Contest Management and its sub-contractors shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Contest or its ceremony or any part of its processes on account of any factors beyond its control.

Acceptance/Rejection/ Disqualification of Entries

- All mandatory fields of the registration form needs to be complete in all respects; else it may be disqualified from participation.
- Entries will be accepted in English language only
- It is mandatory for the Participants to fill the slogans in the application form; if the slogan is not filled the application will stand disqualified. The slogan should be of minimum 30 words
- In case the application form is rejected due to any reason an automated message will be sent on the mobile numbers of the sales representative and the participant
- They participant will be given a window of 7 days to action on the pointers; if not done then he/she will be disqualified from the contest
- If at any time, during the Contest process or post the Contest, any information provided by any Participant is found to be incorrect in any manner, then the Participant will be disqualified from the Contest.

Additional Information

- Participants may be contacted for any additional information or / and conduct field visit to verify the information provided. Such information sourced from the Participants will become part of the original registration.
- Contest Management has the right to ask for documentary proof of information. If such a request is made and the Participant does not comply within 7 days from the date the request is made, the Participant may be disqualified from participation in the Contest

- Information provided by the Participant will be confidential and will be used only for the limited purpose of evaluating the Participant's entry to this Contest.
- Contest Management or team appointed by Contest Management will try to contact the Participant on best effort basis by any means deemed appropriate on the contact information provided in the registration form.
- In the event it is not possible to contact any Participant to obtain information on them, interview them, etc. such Participant may be disqualified from further participation
- The Participant hereby irrevocably authorizes the Contest Management to use the data gathered during and/or the Contest in respect of the participants. This shall be the property of BCCL and BCCL shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without BCCL's brand.
- Contest Management shall not be liable in any manner for any mishap, accident, or damages etc. of whatsoever nature, caused to the participants during the Contest. Further, Contest Management shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the Contest.
- Contest Management shall not be responsible and/or liable in any manner whatsoever in case the winning participant(s) cannot be contacted by the contest management
- Contest Management is not responsible if a call to a winner is not successful due to:
 - a) Line being busy
 - b) Congestion
 - c) No answer received
 - d) Poor call conditions / unclear reception
 - e) Number engaged
 - f) Call drop
 - g) Other reasons that could render a call unsuccessful or terminate it.
- Contest Management and its agents, affiliates and representatives will use their best efforts to contact the selected Participants, but will not be responsible or liable in any way whatsoever if the Participants cannot be reached.
- Registration does not guarantee the selection or participation of the Participant in the contest and such selection shall be as per the sole discretion of Contest Management. The Participant shall not question the selection process and/or non-selection of the Participant and/or the selection of any other Participant.
- Any entry made by the Participants is not transferrable to any Participants other than the Participant whose details have been entered.
- Timelines are subject to change based on on-ground conditions, degree of participation, technical issues, etc.

Validity and Correctness of Information

- If at any time, including after the conclusion of any of the Contest ceremonies, any information provided by any
 Participant(s), is found to be incorrect in any manner, then the Participant will be liable to be disqualified and / or
 return the Contest and the monetary emoluments provided to the Participant under this Contest, if any. Contest
 Management may also take penal action against the Participant for providing false information to participate in the
 Contest
- Determination of whether information provided as fair and accurate rests with the Contest management

General

- Participants booking their property with developers will have to enter into a registered Agreement for Sale with the developer and fill in the participation form to be eligible to participate in the contest
- The participants have to fill and submit in the form available at the participating dealer outlets during the contest period to be considered for the winner determination process
- The Participants that have submitted valid and complete Registration forms will be considered for the winner determination process
- Contest Management and/or BCCL shall not be liable for any claim relating to non-compliance / delay / cancellation in the final delivery of the house or property by the developer(s) to the Participant in any manner. The directors, agents, representatives of the Contest shall not be responsible for any non-compliance / delay / cancellation in the final delivery of the house by the developer(s) to the Participants in any manner what so ever
- BCCL is only marketing the event and shall not be liable for any claim relating to product/service quality, price of the goods/service supplied/procured from the retailers. The directors, officers, agents, representatives shall not be responsible for warranty, quality and their respective services
- BCCL provides the prizes on "as is basis" and without any warranty or guarantee concerning the quality, suitability or merchantability of any prize and BCCL 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/or defect of any product/service given as prize or any kind of consequential damages/loss, in any manner what so ever.

- All slogans entered by participants shall be the property of BCCL alone and BCCL shall be entitled to use the same in any manner whatsoever. All Intellectual Property Rights including Copyrights in the said slogan shall belong exclusively to BCCL in perpetuity
- Forms received without slogans will not be considered by Contest Management
- Employees of BCCL and their relatives, service providers, and the sponsors shall not be eligible to participate in the event
- The decision of the judges appointed by BCCL, regarding ranking of slogans shall be final and binding on all concerned. A participant shall not be entitled to dispute the same or enter in to any correspondence with BCCL regarding the same. The decision of BCCL regarding the winner shall be final and shall not be disputed by the participants
- In the event, if the successful participant fails to collect the prize / communicate with BCCL within 20 days from the date of communication, the prize shall be forfeited and given to the next winner in line.
- All disputes shall be subject to exclusive jurisdiction of the Courts at Chennai
- BCCL reserves the right to change, alter or cancel this contest in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation. Notice of any kind and will not be liable for any consequential losses/damages. Decision of BCCL in this regard and in general with respect to this contest and these terms and conditions shall be final, binding and non-contestable
- Participants shall protect, hold harmless and indemnify BCCL, its employees, representatives, nominees, consultants and agents engaged in conducting this event, from any present or future claims, demands, loss or liability of any nature including property damage or any injury arising directly or indirectly in relation to the event arising out of participants' actions
- Participants entering the contest shall be deemed as his/her acceptance of the terms and conditions. Only complete will be considered
- Participation in the contest is voluntary and items/products/services from the developers will be available without participation in the contest as well
- BCCL reserves the right to accept or reject any of the contest forms received based on the terms and conditions, in case found invalid or duplicated.
- Interpretation of these terms and conditions for any legal issue will be considered only in English.
- BCCL shall not be held responsible or liable under any circumstances if for any reason they are prevented by an order or injunction of any Court or Tribunal from proceeding with the festival or concluding the contest.
- The Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Contest and agree to the Terms and Conditions and agree that the Participant is competent (i.e. Participant are of mental capacity) and eligible to enter into this legally binding agreement on Participant.
- The Participant understands and agrees that merely participating in this Contest does not entitle the Participant to a prize or to any other form of consideration
- Participant warrants and represents to the Contest Management that all information including any communications, software, photos, text, video, graphics, music, sounds, images and other material submitted or recorded in any manner by the Participant or the partners of Contest Management including Contest Management for consideration for the Contest are solely owned by the Contest Management and do not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the BCCL entities (in India or abroad), and the Contest Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or the defense of a claim or any costs payable thereof
- Participant must enter the Contest at their own will and the Contest Management are not in any way obligated or liable for any loss or costs that the Participant may suffer or incur and nothing is payable to the Participants for participating in the Contest or any event prior to or following the Contest
- Participants for the purpose of entering the Contest, automatically grants BCCL a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Contest, and any intellectual property in relation to and arising out of such participation in the Contest and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, the BCCL website in any display format selected by BCCL during the Contest or use by BCCL as it deems fit
- The Contest Management reserves the right to, at its discretion, withdraw or amend or add to the T&C of the Contest at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that

any individual or organization may suffer as a result of participating or attempting to participate in the Contest, the Contest being withdrawn or its Terms amended

- Should a Participant wish to withdraw from the Contest, he/she must inform Contest management in writing at any time up to one week prior to the end of campaign
- All disputes relating to or arising out of the Contest shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Chennai
- The Participants indemnify BCCL, its employees, officers, contractors, partner or other persons used by them in relation to this Contest and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Contest Management by any third party in connection with the Participants participation in or winning the Contest, which is inconsistent with any of the warranties and representations made by the Participants, or due to breach of these Terms and shall reimburse BCCL for any loss, costs, expense, or damage to which said indemnity applies. BCCL shall give the Participant prompt written notice of any claim or actions covered by this indemnity, and the Participant shall have the right, at its own expense, to participate in any such action
- Decision of Contest Management on all matters is final and binding on all Participants and no correspondence will be entertained on the same
- In the event these Terms do not cover any question or complaint in relation to the Contest, the same will be concluded on by the Contest Management (for all other issues) or an independent body or legal team as appointed by the Contest Management and deemed necessary
- The Participant agrees to give full consent unconditionally for BCCL to share any information provided by the Participant with agencies working with them with regards to the program, its recording and broadcasting and related activities including agencies involved with BCCL
- The decision of BCCL in relation to the interpretation of any of these Terms shall be final and binding on the participants
- Contest Management may, at its discretion contact the Participant(s), if required, for any clarifications needed for the information provided in the registration
- Contest Management has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Contest
- In case there is any mismatch of details in any round of the Contest, the Participant(s) may be disqualified from further participation in the Contest, if Participant is unable to resolve discrepancies
- All personal details and information requested by and supplied to the Contest Management by each Participant must be truthful, accurate and in no way misleading. The Contest Management reserves the right to disqualify any Participant(s) from the Contest in its sole discretion, should the Participant at any stage supply untruthful, inaccurate or misleading personal details and/or information or should at a later stage it is found that the details so provided are incorrect or misleading
- If at any time, including after disbursement of prize, any information submitted by the Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant(s) shall be liable to refund all amounts received from Contest Management
- Contest Management may use the information provided by the Participant(s) to verify age and identity and to carry out background checks with law enforcement and government agencies. Contest Management may share the information provided by the Participants as part of the selection process and in connection with the production and promotion of the Contest
- None of the Participants shall, without the prior written approval of the Contest Management, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Contest or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Participant(s) shall not disclose any information whatsoever relating to the Contest Management to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation
- The Participant(s) shall at all times keep confidential the selection process and all details regarding the Contest.
- Participants shall ensure that the winner Participant(s) of the Contest shall make himself/herself available from time to time and co-operate with the Contest Management and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any monetary compensation. Further, the Participants shall ensure that the winner Participant(s) shall cooperate with the Contest Management for any Promotional Activity as required by the Contest Management
- The Participants agree that the copyright and all other intellectual property right in any audio visual content of the winner Participant(s) shall vest with the Contest Management, for worldwide and in perpetuity

- Acceptance of these Terms and Conditions by the Participant(s) constitutes permission for the Contest Management its affiliates and Contest Management to click photographs, record videos of the Participant(s) and use the name, photographs, voice and comments of the Participant(s) for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.
- There is no registration fee to participate in the Contest. The only way to participate in the Contest is through the defined processes of registration by Contest Management. Any person claiming otherwise is defrauding/misleading you. Contest Management shall not be liable to the Participant for any such cases.
- The Participant(s) shall undertake, warrant and guarantee to the Contest Management that the Participant(s) has the full legal capacity to participate in the Contest in accordance with these Terms and Conditions.
- The Participant(s) represent that neither he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Contest Management in writing
- The Participant(s) acknowledges that he/she has voluntarily chosen to allow the Participant(s) to participate in the Contest at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Contest
- Should any Participant be selected to participate in the Contest, it is a condition of participation that with the benefit of independent legal advice, the Participant shall enter into Prize Agreement(s) provided by Management or any such other Agreements with such other parties as may be applicable and/or designated by the Management. Should the Participant(s) fail to enter into these Agreements (or any of them); the Contest Management reserves the right to disqualify the Participant from the Contest. The Agreement(s) will become fully effective for the final winner Participant only. The Participant(s) acknowledges that while the commercial benefits under this Contest terms and conditions may be available to the Winner only, the restrictions contained in these Contest terms and conditions shall apply to the Participant(s) and Participant(s) shall ensure that Participants follow such terms and conditions laid down in the Release Form
- The Contest Management's decision is final and the Participant(s) acknowledge that the interests of the Contest shall override those of any Participant and/ or contributor
- Contest Management reserves the right to amend the Contest terms and conditions or terminate the Contest at any time without any liability to any Participant. The Contest Management further reserves the right to replace at its discretion any Participant who for any reason fails or is disqualified from or unable to participate in the Contest with another replacement Participant
- The Participant(s) shall ensure that Participant must at all times behave appropriately when taking part in the Contest and observe the Contest terms and conditions and any other terms or conditions in force at the venue and / or locations. The Contest Management reserves the right in its absolute discretion to remove from the venue premises or location any Participant and the Participant(s) who breaks such terms and conditions and / or fails to behave appropriately and to disqualify such Participant
- In the event of any dispute concerning the operation of any element of the Contest or these Contest terms and conditions, the decision of the Contest Management will be final
- If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and conditions and the remainder of the affected provisions shall continue to be valid
- The procedures for registration and participation in the Contest are subject to the Terms and Conditions stated herein. Non-conformance by any Participant(s) to the terms and conditions of the Contest will disqualify the Participant from participation or winnings, immediately, as the case may be
- Registration to the Contest does not guarantee the selection of the Participant(s) to proceed with the Contest. Registration also does not entitle any Participant(s) to a prize or Contest
- The Contest Management reserves the right to re-schedule the date(s) of registration, call-backs, etc. of the Contest
- In case the winner Participant(s) and/or the Participant is found to be in violation of any and all terms and conditions/process of the Contest, the Contest Management reserve the right to initiate legal proceedings against Participant(s) including but not limited to having the concerned winner to return the prize won on the Contest together with penalty interest as deemed fit by the Contest Management.
- The Contest Management reserve the right to change the structure of the Contest as it sees fit including without limitation by adding / reducing / altering rounds to the Contest.
- The Contest Management has the right at any time to terminate the Contest without any prior intimation or notice to the public and also the Contest Management is not obligated in any manner whatsoever to compensate any person or persons including the Participant(s) who have participated in the Contest and/or accommodate any person or persons who have been selected in the Contest for the Contest.

- The Contest Management of the Contest is empowered to take a decision on any case not covered by the present Terms and Conditions
- Participants shall notify the Contest Management immediately if there are any criminal charges brought against you or if any information you provide in your application becomes inaccurate between now and the date of first transmission of the Contest
- BCCL or any of its partners will not be held responsible incase buyer claims that the form was filled by them and not registered for the Contest.
- If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
- Participants are unclear as to the Terms or any element of the Contest or have any queries/concerns pertaining to the Contest, they can write in with their questions, concerns or queries to the following address:

Mr. Srivasanth, Times Home Utsay Team Subject: Name of the contest_City Name of the Participant_Category [Email address]timeshomeutsaychn@gmail.com BCCL shall endeavor to the best of its ability to respond thereto.

Winner Processes and Prize collection

- Winners shall not conceal or misrepresent any required information failing which the person shall be disqualified from participating in this event.
- BCCL reserves the right to publish or advertise the results of the winners in any manner as it deems appropriate. The winners shall cooperate for such publications with personal details as and when required by BCCL. Noncooperation may make the participant ineligible for the concerned prize.
- All the winners have to produce the photocopy of the PAN card and address proof (ration card, passport, etc.) at the time of verification which shall be a pre-condition to gaining the prizes.
- All/any service tax/applicable GST, VAT, Gift Tax, Government taxes on prizes (as applicable), shall be borne exclusively by the winners and all deductions (such as TDS), wherever applicable, shall be made by BCCL in accordance with the provisions of the Indian Income Tax Act, 1961.
- All prizes are non-transferable and non-refundable.
- Prizes cannot be exchanged or redeemed for cash; no cash claim can be made in lieu of the prizes. The prizes will have to be collected by the winner only.
- Prizes are subject to the laws prevailing in the country, including regulations as may be applicable to the winner. No correspondence in this regard will be entertained under any circumstances.
- Winners shall collect their prizes by attending personally and furnishing all the following documents to the awards / Contest Management:
 - Original / photocopy of the Agreement for Sale
 - Receipt of the 40% payment of stamp duty and registration charges
 - The property purchase and payment done documentation
 - \circ \quad A certification from the builder that they have bought the property
 - $\circ~$ Gift Tax DD 30% of the winning amount
 - $\circ \quad \text{PAN Card} \quad$
 - o Address proof

Website

The website is only an informational website www.xxx.com (the "Website") for the Awards. BCCL is not liable or responsible for any action or decision taken by Participant or anyone acting on Participant's behalf or under Participant employment or under contract with Participant. BCCL shall not be under any obligation to Participant and Participant

shall have no obligation or rights in relation to the Awards and shall have no claims whatsoever against the BCCL relating to the selection process or the running of the Awards

BCCL shall not be responsible for:

- i. any delivery, failures relating to the registration or uploading videos/presentations;
- ii. any SPAM generated messages as result of Participant accessing the Website;
- iii. Awards Management not receiving or rejecting any data;

iv. any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and

Disclaimers

- Contest Management has no obligation to screen the entry material in advance, and is not responsible for monitoring
 entries for the purpose of preventing violation of intellectual property ownership rights, or violations of any law, rule
 or regulation. If Contest Management is notified of submissions or materials that may not conform to the Terms, it
 may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such an
 entry from consideration. The Contest Management has no liability or responsibility to Participants or other users of
 the Website for performance or non-performance of such activities.
- The Contest Management is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical in-contest management, death, mental trauma caused to any Participant(s) / Participant(s) in any manner whatsoever, in relation to the Contest.
- The Contest Management will not be responsible for any loss / theft of belongings of the Participant(s) on the venue of the contest, before/during/after the contest.
- The Contest Management or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Participant(s) arising as a result of participation of the Participant(s) in the Contest , if selected
- Contest Management and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Contest on account of any factors beyond their control.
- The Participant(s) hereby agree to indemnify the Contest Management or its affiliates against any claims that might arise from their actions or omissions or representations or information provided by them about themselves and about the Participant(s) at any time.
- The Participant(s) agrees that he/she shall hold harmless the Contest Management and the Company, its employees, officers, sub-contractors or any other person in connection with the prize won and/or in relation to the Contest including but not limited to the procedure in the Contest and shall also not file in person/through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against sponsor and/or the Company/Contest Management to claim any any damages or relief