## **Terms and Conditions**

These terms and conditions govern the Contest "#Make AWishWithKP", henceforth will be known as the "Contest", which is brought to you by the Organizer – Kamlapasand (manufacturers).

- 1. This Contest is brought to you by the Organizer and any participation in this regard is completely voluntary. There is no entry fee or charge payable for participating in the Contest.
- 2. This Contest is open to participation by persons resident in India who have completed 18 years of age as on the date of commencement of the Contest, provided that the employees and management and the family members of the employees and management of the Organizer, its associate companies, its advertising and promotional agencies and its executing agencies and their associates shall not be permitted to take part in the Contest. A valid document for the date of birth (issued by a statutory body) will have to be presented in case of shortlisting of a Contestant by the Organizer.
- 3. This contest is open from midnight of **20th December**, **2015 to 25<sup>th</sup> December**, **2015 till 11:59PM** on the **Twitter**, **Face book** pages of the Organizer and the **Microsite**.
- 4. All decisions with respect to this Contest, including the winners, number of gifts and type of gifts, will be at the sole discretion of the Organizer and the same will be final & binding on a non-contestable basis.
- 5. KP Group/Organizer will fulfill the 25 most UNIQUE Wishes made by the Contestants, subject to modifications as may be required for the implementation of the Wishes. Make sure that you wish for someone needy. The Organizer reserves the right to modify the Wishes, in its sole discretion, in order to make them implementable and the Contestant shall not raise any claim or dispute in this regard.
- 6. KP Group/Organizer shall not be liable for any direct or indirect loss or damage whatsoever that may be suffered by any Contestant as a result of participation in the Contest.
- 7. The decision of shortlisting the Contestants and selecting the winners shall be at the sole discretion of the team formed by the Organizer for the purpose and the Contestants shall not raise any dispute or claim with regard to the decisions taken by the Organizer/the team in this regard.
- 8. The liability of the Organizer is limited to the extent of conducting the Contest in a fair and just manner and there being no consideration taken by the Organizer from the Contestants, the Contestants shall not hold the Organizer liable for any acts or omissions, including, discontinuance of the Contest at any time or any technical faults/shortcomings on the platforms identified for the Contest.
- 9. KP Group/Organizer reserves the right to withdraw and/or alter any/all of the terms and conditions of this Contest at any time without prior notice.
- 10. Any dispute or difference between the participants and the Organizer shall be referred to arbitration of a sole arbitrator to be appointed by the Organizer. The arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi and the proceedings shall be conducted in English language. The decision of the arbitrator shall be final and binding on the parties.

- 11. The Terms and Conditions of this Contest be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.
- 12. To participate in the #Make AWish With KP Contest, the Contestants need to do the following:
  - a) Follow and Like Kamlapasand's official presence on:

Twitter - https://twitter.com/KPPanMasala and Facebook - https://www.facebook.com/KPPanMasala

- b) On Microsite Contestants need to login with the desired account/s in order to fill in your details and 'Make a wish for someone needy'
- c) At the end of the Contest period, all Contest entries received by the Organizer during the Contest Period will be considered for shortlisting the **25 most UNIQUE** wishes and for deciding the final winners of the Contest.
- d) The winners will be selected on the basis of uniqueness and genuineness of the wishes. All the shortlisted entries will be verified in person before announcing the final winners.
- e) The Organizer may also cover the story of the winners OR the 25 shortlisted Contestants and make video/audio recordings of their meetings/discussions with our representatives to promote in the later phase across social platforms. The Contestants unconditionally allow the Organizer to use their interviews and video/audio recordings to be displayed/published on appropriate platforms of the Organizer for the publication and other related purposes of the Contest.
- f) The shortlisting of the entries will begin on **26**<sup>th</sup> **Dec till 5**<sup>th</sup> **January, 2016**. Verification of the shortlisted entries will begin on **6**<sup>th</sup> **January to 25**<sup>th</sup> **January, 2016**. And **26**<sup>th</sup> onwards the winners shall be announced and the prizes/gifts shall be dispatched to them.
- 13. By participating in this Contest, the participants accept the '**Terms and Conditions**' of the Contest as specified above.