# TERMS AND CONDITIONS

#### **Definitions:**

- 1. Sponsor means Godrej & Boyce Mfg. Co. Ltd represented by its Interio division (Hereinafter referred to as 'Godrej Interio').
- 2. Contest means the Upload & Transform Contest.
- 3. Participants mean and include all persons entering into the contest.
- 4. Godrej Interio Upload & Transform Application meansfaceook.com/(application link)

#### A. Terms and conditions for Participation in the Contest:

- By entering into the contest participants agree that they have read, understood and accepted these Terms and Conditions unconditionally and in their entirety.
- Godrej Interio a division of Godrej & Boyce Mfg. Co. Ltd is the sponsor of this contest.
- This contest is open to all Permanent Indian Residents of 18 years of age and older. Participants interested in participating in the Contest must be of 18 years of age and above and must be a citizen of India (as per The Citizenship Act, 1955) and must be residing in India.
- Contestants need to furnish all necessary documents to prove their possession of the space they wish to transform. Rented Apartments / PG Accommodations / Hostels will not be considered as contest entries.
- This contest is only open for the residents of India.
- Employees of Godrej Interio, its subsidiaries, their affiliates & their immediate families are not eligible to participate in this contest.
- Rights to use images of pre and post transformation of your living space by Godrej Interio.
- Rights to use the same for advertising and promotional activities on various media platforms like digital, social media, website, print media, TVC etc by Godrej Interio.
- Rights to shoot the entire room's transformation for the Web as well as for TVCs etc by Godrej Interio.
- GodrejInterio will require recorded sound bytes while recording the entire transformation process.
- GodrejInterio would also like you to promote 'Upload & Transform' Season 4 via your personal social media groups and accounts like facebook, twitter, fan sites etc.
- GodrejInterio would also like to invite you to be part of 'Upload & Transform' Launch party / event post the transformation of your space.

### **B.** Rules for Entering in the Contest:

- The contest will be held in the month of August starting from 1<sup>st</sup> August 2015 and ending 31<sup>st</sup> March 2016. No entries later than the prescribed period will be entertained or eligible for the Contest.
- The Participant is expected to enter his genuine details for registration viz.. Name, email id, mobile no., residential address. After registration he/she should upload a picture and tell us why his home space requires a transformation (maximum 500 characters) for the same on facebook.com (application link)
- He can also participate by sharing the registration details (Name, email id, mobile no., residential address) and share his entry (picture of his home space and the a reason as to why he/she needs a transformation) to our official email id: transform@godrej.com
- The picture shared should feature the entire space that needs to be transformed and not just a section of it.
- Each Participant must enter/register with the contest on their own behalf and entries by proxy will not be accepted.
- Persons wishing to participate in the Contest should not have any criminal conviction, any pending litigation or arbitration against him/her or any arrangement or contract that prevents or restricts such person from participating in the Contest or abiding with the rules and regulations/procedures of the Contest.
- The criteria of choosing the winning entry will be based on entries chosen on the criteria of 50% votes (voting by liking the entry/picture) and 50% based on the judge's decision. However the final decision will be made by Godrej Interio
- Entries that are incomplete entries or information that is put incorrectly, or is false put information be deemed void and invalid.
- Please note only pictures of the living room, bed room or dining room shall be considered as valid entries for the contest.
- If the original contest entry picture does not match the same location at the point of a pre-transformation recce, entry shall be deemed void and invalid.
- The benefit of winning cannot be transferred within the family or any relative and the person who has applied for the transformation shall only be eligible and entitled to receive it.

- Godrej Interio will share 1 moodboard as per the discretion of the Godrej Interio designers and shall be final and the winners will abide by it.
- If at any point in the transformation period, should the winner have an issue with changing the wall paint, light fixtures etc, Godrej Interio has the right to declare the winner void and nullified.
- Winners will not be able to claim any warranty/guarantee on the Godrej Interio products or any other third-party products used in the transformation. Eg. Paint, Light fixtures, upholstery etc.
- Godrej Interio has all the rights to use the applicants entry pictures for further promotion across the marketing verticals and across all mediums

## **C. Prize Winning Procedures:**

- Godrej Interio will not be responsible in any manner for any late, lost, misdirected entries or entries not received for any reason.
- Godrej Interio reserves the right to request winners to provide proof of identity to claim the prize. Participants should possess a valid PAN card and a copy of the same should be submitted, as demanded by Godrej Interio. In the event a Participant does not possess a PAN card, he/she shall immediately apply for the same and provide it to Godrej. The Participant is aware and agrees that if the PAN card copy is not provided by the Participant, he /she shall not be entitled to claim the prize/s/rewards or gift won for his/her participation. Failure to provide such proof within a reasonable time could result in disqualification from the Contest.
- No consideration shall be paid to the Participants in lieu of participation and participation is purely optional/voluntary.
- In the event of any violation to the aforementioned rules or procedures prescribed hereunder or in case it comes to the knowledge of the Organizers that the details submitted by the Applicant in the application are not correct, the Applicant shall immediately be disqualified from being considered to be a participant for the contest and shall solely remain liable for any action (criminal/civil) arising there from.
- Unless otherwise specified, all ancillary costs related to the contest, if any, are solely the winner's responsibility.
- Godrej Interio reserves the right to decide the prizes to be given and participants shall not have a right to ask or demand any specific prizes of their choice.
- Godrej Interio's decision on all matters in relation to this contest shall be final and binding. No further correspondence or appeal will be entertained.
- The Participant agrees that the selection process for declaring the winner and its outcome shall be the prerogative of Godrej and the Participant shall not claim or object whatsoever to any results thereof.
- Participants understand and agrees that Godrej Interio shall be entitled to adopt/change to any other selection process for the Contest, without any prior intimation, at all times.
- Godrej Interio shall have the sole discretion to discontinue/ cancel the contest at any point of time and the Participant shall not raise any claim or be entitled to any loss or damage or any consequential damages due to such discontinuation or cancellation.
- The Participant grants irrevocable license to Godrej Interio to exploit, display, market the entries uploaded on Godrej Interio's Facebook page. The copyright in the entries shall vests in the hands of Godrej Interio
- The area of the winning entry that will be transformed should be at a maximum of 100 sq.ft The space will be transformed as per the discretions of the Designers from Godrej Interio
- No civil work will be undertaken.
- Based on the space/area selected, following will be the products available for transformation:
- Living Room:
- Bed Room:
- Dining Room:
- In case of lack of space, Godrej Interio will not be liable to compensate in case of cash and otherwise. For example: If the winning entry is a living room and Godrej Interio decides to place a T.V unit but due to the lack of space, Godrej Interio is not able to place the same, the winner will not be liable to any compensation in terms of cash or otherwise.
- The winner has the choice to buy additional products from Godrej Interio if he / she wishes to. The winner will be charged respectively for the same.
- The contestants are required to provide details such as contact number, address, e-mail etc. to make them eligible for the contest. The Contestants' Personal Information will only be used by Godrej Interio in accordance with applicable data protection laws and regulations.
- The participation in the contest and the shared content by the Participant shall not be obscene, vulgar, have racial or religious connotations. The Participant represents, warrants and agrees that no picture/s or details of any kind uploaded on Godrej Interio's Facebook page will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material and the Participant shall indemnify and hold Godrej Interio its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and

employees, harmless from and against any loss including any consequential losses, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with his/her entry.

- The Applicant Participant hereby agrees to indemnify the Organizers Godrej Interio against any claims that might arise from their actions or omissions or arising from any representations, misrepresentations or concealment of material facts.
- This promotion is in no way sponsored, endorsed or administered by, or associated with, 'Facebook'. You are providing your
  information to Godrej Interioand not to Facebook. The information you provide will only be used for Upload & Transform contest
  activity.

Godrej reserves the right to change the Terms & conditions at anytime without prior notice. However, you will have to periodically review the updated Terms and Conditions at facebook.com/(application link). Godrej may, in its sole discretion, modify or revise these Terms & conditions and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

In your use of the website, you will otherwise comply with the terms and conditions of these Terms & conditions, and all applicable local, national, and international laws and regulations.

Godrej reserves the right to discontinue any aspect of the Godrej Interio Upload & Transform Contest at any time.

Copyright of the property Godrej Interio Upload and Transform Application (application link) shall reside solely with Godrej Interio and no other person/Third party shall be able to use the same without our consent

### D. Your Participant Submissions and Conduct:

- 1. As a participant may submit textual content ("/ Scripts / Lyrics / Participant Comments"), voice content, music content ("SONGS, TUNES, MUSIC"), video content, imaging content ("PICTURES"). Only textual content ("Participant Comments")& imaging content ("PICTURES")are collectively referred to as "Participant Submissions."
- 2. You understand that whether or not such Participant Submissions are published, Godrej does not guarantee any confidentiality with respect to any Participant Submissions.
- 3. You shall be solely responsible for your own Participant Submissions and the consequences of posting or publishing them. In connection with Participant Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize Godrej to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Participant Submissions to enable inclusion and use of the Participant Submissions in the manner contemplated by the Godrej Interio Upload & Transform Application and these Terms & conditions. You agree that by uploading your content on the website you will allow Godrej to use your submission in Advertisements, Press Releases, Posters and other Display Promotions. Godrej is also authorized on your behalf to use your content for promotions.
  - In connection with Participant Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Godrej Interio all of the license rights granted herein.
- 4. You further agree that you will not, in connection with Participant Submissions, submit material that is contrary to applicable local, national, and international laws and regulations.
- 5. Godrej Interio does not endorse any Participant Submission or any opinion, recommendation, or advice expressed therein, and Godrej Interioexpressly disclaims any and all liability in connection with Participant Submissions.(app link)
- 6. Godrej Interio does not permit copyright infringing activities and infringement of intellectual property rights on its application, and Godrej Interio Upload & Transform Application will remove all Content and Participant Submissions if properly notified that such Content or Participant Submission infringes on another's intellectual property rights. Godrej Interio reserves the right to remove Content and Participant Submissions without prior notice.(app link)

# E. Ability to Accept Terms & conditions

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms & conditions, and to abide by and comply with these Terms & conditions.