

TERMS AND CONDITIONS

This Cadbury Choclairs Gold “Halloween Haunt” Activation (hereinafter referred to as "**Campaign**") is an initiative of Mondelez India Foods Private Limited having its registered office at Unit No 2001, 20th Floor, Tower-3 Wing-C, One International Center Parel, Mumbai- 400 013 (“**Mondelez**”). Please read these terms and conditions including the ones set out in Annexures hereto (together "**T&Cs**") before participating in this Campaign. In case of conflict, the provisions of the Annexures shall prevail.

Participation in this Campaign is voluntary. You agree that, if you chose to participate in this Campaign, you will be bound by these T&Cs and you acknowledge that you satisfy all Campaign eligibility requirements as provided herein below.

Mondelez may engage third party to manage this Campaign (hereinafter referred to as “**Campaign Partner**”).

For the purposes of these T&Cs, wherever the context so requires "You" or "Your" shall mean any natural person who is a participant in the Campaign and "We" or "Our" or “Mondelez” shall mean Mondelez India Foods Private Limited.

This is a limited period Campaign and relates to Cadbury Choclairs gold pouch packs (100 unit, 60 unit & 25 unit)

1. ELIGIBILITY:

1.1. You need to fulfil the following eligibility criteria to participate in the Campaign:

1.1.1. You need to be a natural person;

1.1.2. You should be an individual legal resident and citizen of the Republic of India;

1.1.3. You should be of an age 18 years or above at the time of entry into the Campaign;

1.1.4. You shall be legally competent to enter into binding contract under the applicable laws of India.

All who fulfil the eligibility criteria to participate in the Campaign shall individually be considered and referred to as “Participant” and collectively “Participants” for the purpose of these T&Cs.

1.2. Our and/or Campaign Partners and/or Campaign Partner employees, their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), and our/their affiliates, advisors, advertising/ Campaign agencies are not eligible to participate or avail any benefits under the Campaign.

- 1.3. The Campaign is subject to all applicable central, State and local laws and regulations in India. The Campaign may at any time at the sole discretion of Mondelez be terminated/ cancelled/amended/suspended for any reasons without providing any prior notice to the Participants. No claims/questions shall be entertained in this regard.
- 1.4. Mondelez reserves the right to exclude or disqualify any person from the Campaign on grounds of: (a) misconduct or criminal record or acted or have the intention to act in a dishonest or fraudulent manner or in bad faith; (b) tampering with the entry process or the operation of the Campaign; (c) acting in violation of these T&Cs; (d) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person; (e) entries being offensive, distasteful, unacceptable or against the ethos and principles of Mondelez or which may be considered disparaging; or (f) for any other reasons, as it may deem fit and proper.

2. DETAILS OF THE CAMPAIGN AND HOW TO ENTER:

For details of the Campaign and how to enter, refer to **Annexure I**.

3. ADDITIONAL TERMS:

- 3.1. We may, at our sole discretion, change the T&Cs or cancel the Campaign at any time; or modify, terminate, or suspend the Campaign for any reason whatsoever including should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control that corrupt or impair the administration, security, fairness or proper play of the Campaign or submission of entries.
- 3.2. By entering the Campaign, the Participant hereby releases Mondelez and/or their Campaign Partner from and agrees to indemnify Mondelez and/ or their Campaign Partner and/or Campaign Partner and any of their respective officers/employees/directors/representatives/agents from and against all liability, cost, loss or expense arising out of acceptance of the Gratification or participation in the Campaign including (but not limited to) personal injury and damage to property or any violation of intellectual property rights of a third party or any law and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
- 3.3. Mondelez accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the Gratification
- 3.4. We will not be responsible for: (a) any SPAM generated messages; (b) any SMS/whatsapp/other messaging service message delivery failures; (c) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by You or by any of the equipment or programming associated with or utilized in the Campaign, or by any technical or human error that may occur in the processing of entries; (d) any printing or typographical errors in any materials associated with the Campaign; (e) any error in the operation or transmission, theft, destruction, loss, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the internet or at any website; (f) injury or damage to Your or any other computer or mobile resulting from downloading any materials in connection with the Campaign; (g) if the Participants do not

have mobile phones or other gadgets or means that support the Campaign link/technical requirements; (h) if the Participant has registered himself/herself to the DND of the telecom provider/ the Participant has registered with National Do Not Call Registry/ Participant has specifically requested for not receiving messages for the specific campaign/contests; (i) other conditions beyond Our reasonable control or any Force Majeure Event. The Participant putting a missed call under the terms of this Campaign is deemed to be express consent on the part of Participant to exempt Mondelez and Campaign Partner from DND restriction imposed by the relevant Participant.

- 3.5. Any attempt to deliberately damage any Mondelez website or the Campaign Partner's Campaign website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Campaign may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, We reserve the right to seek damages to the fullest extent permitted by law. If We incur any costs in connection with any breach of these T&Cs or any other legal obligation by the Participant, the Participant agrees to indemnify Us or our Campaign Partner/s for those losses, damages, and costs.
- 3.6. We, in our sole discretion reserves our right to exclude You from the Campaign and/or not to attribute the Gratification, and/or to cancel all or part of the Campaign, without any liability on our part, if We believe You have (a) breached any of these T&Cs; (b) acted or have the intention of acting in a dishonest or fraudulent manner, or in bad faith; (c) tampered with the entry process or the operation of the Campaign; (d) acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.
- 3.7. Mondelez and/or Campaign Partner is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Campaign or the downloading of any materials related to this Campaign.
- 3.8. If this Campaign is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Mondelez, including but not limited to technical difficulties, unauthorized intervention or fraud, the Mondelez may in addition to its other rights reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to invalidate any Participate; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Campaign, as appropriate.
- 3.9. If for any reason this Campaign is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes beyond the reasonable control of Mondelez and/or Campaign Partner which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Campaign, Mondelez reserves the right in its sole discretion to cancel, terminate, modify or suspend the Campaign, subject to any written directions made under applicable State or Territory legislation.
- 3.10. Mondelez and/or Campaign Partner and/or their respective affiliates, and their officers, directors, employees accepts no liability and shall not be responsible and/or liable in any manner whatsoever

in case the Participant is unable to submit his/her entry for any reasons whatsoever including due to failure on the part of the telecom operator, facility provider, internet issues, device compatibility, capacity constraints. etc.

- 3.11. All attempts will be made by the Campaign Partner to protect the data submitted to it by a Participant from loss and corruption, but in the event such data loss happens, Campaign Partner may have to continue with whatever data is available, or in any other manner as it may deem reasonable. Mondelez and the Campaign Partner should not be held responsible for any loss of data or the action taken on account of the same. Mondelez and/or Campaign Partner and/or their respective affiliates and their officers, business partners, directors, employees will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- 3.12. Campaign Partner will take reasonable efforts to ensure that there is no security breach at its end in the course of conduct of submission of entry for the Campaign and/or that there is no data / entry loss and/or any other loss at its end. However, in the event of a security breach and/or data/entry loss and/or any other loss for any reasons whatsoever, Mondelez and/or Campaign Partner and/or its affiliates, their respective officers, directors, employees will not be responsible or liable in any manner whatsoever for any loss on account of any such instances as may be sustained by the Participant. Mondelez and/or Campaign Partner and/or its affiliates, their respective officers, directors, employees shall have the right at all times to exclude or disregard any entries submitted during any period where a security breach or data/entry loss or any other loss occurs.

4. **MISCELLANEOUS:**

- 4.1. This Campaign is being made purely on a "best effort" basis and participation in this Campaign is at your sole discretion and on a voluntary basis.
- 4.2. If there are any Government restrictions imposed on movement of people, operation of outlets, transportation or any other aspect which may impact the operation of the Campaign as usually planned, Mondelez and the Campaign Partner cannot be held liable due to such restrictions including for inability to provide the Prizes or changing the Prizes due to such restrictions. Any delay or inability to operate the Campaign in that regard will be treated as a Force Majeure Event (defined below). In the event of any directions of the Government applicable for consumers/Participants/Prize Winners, You shall ensure due compliance to the same and Mondelez and/or the Campaign Partner cannot be held liable for any non-compliance in that regard.
- 4.3. You agree that all decisions related to the Campaign made by Us are final and binding on You. Failure by Mondelez and/or Campaign Partner to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person.
- 4.4. We will not be liable for any costs incurred by You in connection with Your participation in the Campaign. Announcements and information about the Campaign shall be posted on the same page where these T&Cs are posted.
- 4.5. For any disputes, complaints, queries pertaining to this Campaign or Mondelez Products (defined below), please reach out to the us on 1800 22 7080 or suggestions@mdlzindia.com no later than 7 working days from the completion of the Campaign. Failure to do so will tantamount to the expiry

of any claims in connection with the Campaign submitted by a person. For any complaints and grievances relating to Products or services or Prizes provided by any of our Campaign Partners, Mondelez will not have any liability or responsibility regarding the same.

- 4.6. If You are dissatisfied with the Campaign or any aspect of the Campaign including the Campaign rules, any content, any requirements of the Campaign form, the materials available related thereto, these T&Cs, etc. , Your sole and exclusive remedy is to not participate in the Campaign.
- 4.7. If a person chooses to access this Campaign from outside India, he/she shall do so on his/her own initiative and shall be responsible for compliance with applicable local laws of the country.
- 4.8. Mondelez or Campaign Partner accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS, loss of internet connectivity, unique codes, documents, demand drafts, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. Mondelez and/or Campaign Partner shall not be liable for any consequences of user error including (without limitation) costs incurred.

5. INTELLECTUAL PROPERTY RIGHTS:

- 5.1. All right, title and interest, including but not limited to the intellectual property rights, in the promotional material(s) and all Campaign related material including those submitted by Participants shall vest solely and exclusively with Mondelez at all times. Mondelez or any person or entity permitted by Mondelez in this regard shall be entitled to use the responses/material or any information in connection with the entry, received in any medium whatsoever, for all its future promotions, marketing, publicity and/or any other purpose, without any permission and or payment to the Participant.
- 5.2. If any material is submitted in connection with the Campaign (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording are taken of the Participants, the same are assigned to Mondelez upon submission and become the property of Mondelez exclusively. Mondelez may use the material in any medium in any manner it deems fit. Intellectual Property in any such material remains the sole property of Mondelez.

6. PERSONAL INFORMATION AND PRIVACY POLICY:

- 6.1. When You participate in the Campaign, we collect, receive, possess, use, store, handle, transfer, process and otherwise deal with personal information which is provided by You. This information may vary but will typically include information like first and last name, mailing address, complete date of birth, e-mail address, contact number, identity verification documents and details therein, etc. While doing so We collect, receive, possess, use, store, handle, process and deal with personal information from You that We consider necessary for the purposes of the Campaign. By participating in the Campaign and/ or by providing Your information, You consent to the collection, receiving, possession, use, storage, dealing, processing, sharing and handling of the information including personal information You disclose to Us.

- 6.2. Please also visit the Privacy Notice of Mondelēz the Campaign Home Page where these T&Cs are posted, to understand and acknowledge what we do with your information including your personal data. Please note that your acceptance of these terms and conditions and Your participating in the Campaign and/ or providing the information is deemed to signify your agreement to the Privacy Notice as well and the necessary consent to what could be done with the information including personal data You provide as described in the Privacy Notice. Details under this Campaign shall be posted on www.choclairs.com
- 6.3. Participants hereby authorize Us and/or Campaign Partner to use the personal data shared in connection with the Campaign.
- 6.4. By participating in this Campaign, You also hereby give your consent to Mondelez and/or any other third party nominated to carry out profiling of your anonymized data made available through Campaign Partner. Campaign Partner will take the necessary measures to secure and keep safe, either directly or through third parties, any such information that You may have shared.
- 6.5. It is important to remember that whatever You transmit or disclose can be collected and used by others or unlawfully intercepted by third parties. No data transmission can be guaranteed to be 100% secure. While we strive to use commercially reasonable means to protect Your information, We cannot warrant the security of any information You transmit to Us.
- 6.6. Your personal information may be retained and may continue to be used until: (i) the relevant purposes for the use of Your information described in this clause are no longer applicable; and (ii) We and/or Campaign Partners are no longer required by applicable law, regulations, contractual obligations or legitimate business purposes to retain Your personal information and the retention of Your personal information is not required for the establishment, exercise or defense of any legal claim.

7. FORCE MAJEURE:

This Campaign is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, lockdowns or related restrictions, act of God or any circumstance beyond the reasonable control of Mondelēz and/or Campaign Partner ("**Force Majeure Event**"). We and/or Campaign Partner shall not be liable for any delay or adverse effect caused to the Participants in the Campaign including the Prize Winners/Prize(s) as a result of a Force Majeure Event.

8. GOVERNING LAW AND JURISDICTION:

- 8.1. The courts of competent jurisdiction at Mumbai shall have sole and exclusive jurisdiction to determine any and all disputes arising out of, or in connection with the Campaign. Participation in the Campaign is unauthorized in any jurisdiction that does not give effect to all provisions of these T&Cs, including (without limitation) this clause.
- 8.2. Further all issues and questions concerning the construction, validity, interpretation and enforceability of these T&Cs, or the rights and obligations of the Participants and/or Mondelez and/or Campaign Partner, shall be governed and construed in accordance with the laws of the Republic of India.

9. **PUBLICITY:**

By participating in the Campaign, You give Mondelēz and/ or its affiliates permission to use your name, likeness, images, videos, voice, appearance and the like as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like (“**Publicity Material**”), provided or taken or made in relation to the Campaign and any promotions, events, or Campaigns to follow. You agree that Mondelez and/or its affiliates have the right to publish Your saved item details/Publicity Material for any communication, promotions, events or Campaigns of Mondelez and/or its affiliates that follow. You agree that Mondelez and/ or its affiliates have complete ownership of Your Publicity Material, including the copyright therein, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation for the use of the Publicity Material, and hereby release Mondelez and/ or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

10. **LIABILITY RELEASE:**

- 10.1. By participating in the Campaign, you will be legally bound hereby, to release from liability, and hold harmless, Mondelez, Campaign Partner and any of its / their respective affiliates, employees, directors, representatives and agents for any matters and for any and all liability in relation to this Campaign, including in relation to the quality of the Prizes or merchandize, personal injuries (including death) or harm, property loss or damage, misuse of the benefits/ Prizes offered under this Campaign, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Campaign, even if caused or contributed to by Our negligence.
- 10.2. By participating in this Campaign, you agree to indemnify Us, Campaign Partner and any of its/ their respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the Prize or participation in the Campaign including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
- 10.3. You shall be liable for all the taxation that might arise out of the winnings/Prizes from this Campaign and shall not hold Mondelez and/or Campaign Partner and/ or its/their respective affiliates responsible for payment of the same and/ or any dispute arising in relation thereof.

ANNEXURE I

DETAILS OF THE CAMPAIGN AND HOW TO ENTER

1. **Campaign Period:** This Campaign will commence from 00:01 15/09/2023 end at 11:59 p.m. on 31/10/2023 (DD/MM/YYYY) ("**Campaign Period**"). Any entries before or after the Campaign Period will not be considered. We reserve our right to cancel/modify/extend the Campaign Period or the T&Cs applicable to this Campaign without giving any prior notice to You. No claims/questions shall be entertained in this regard.
2. This Campaign is applicable PAN India
3. You must comply with and satisfy all the required criteria to be entitled to participate in the Campaign including complying with meeting all eligibility and pre-conditions to win a Prize as set out in these T&Cs. Any breach of these T&Cs including without limitation any default or failure on Your part to comply with any conditions and requirements, relating to winning a Prize or participating in the Campaign may disqualify You from the Campaign or from winning a Prize.

How to Participate

- (i) To enter the Campaign, the Participant shall scan the QR code printed on the pack of Product which will lead him/her to the [Campaign site](#), www.choclairs.com or directly visit the website. The Participant shall enter their Name, phone number, email ID and birth date to enter the Campaign.
- (ii) After validating the phone number and entering the personal details the participant will gain access to the "Halloween Haunt" camera application, where in one can scan his environments and catch the ghosts (digitally created characters)
- (iii) This entire search can be recorded and shared on the social media platforms with a "#CadburyHalloweenHaunt"
There is no Prize for this Campaign except for gratification received in the form of digitally created characters.

ANNEXURE II

Gratification

Details of Gratification : The users get access to a unique experience created exclusively for Choclairs customers, where they get access to a ghost cam, allowing them to scan their environment and find ghosts. They can then share their experience along with their reaction with their friends and family via social media or messenger apps.