

FESTIVAL OF GIFTS- TERMS & CONDITIONS (T&C)

By HT Digital Streams Limited

THESE TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE “T&C”) ARE APPLICABLE TO ALL THE PARTICIPANTS/CONTESTANTS OF THE “FESTIVAL OF GIFTS CONTEST” (HEREINAFTER REFERRED TO AS THE “Contest”) PROMOTED / ORGANIZED BY M/S HT DIGITAL STREAMS LTD (HTDS).

1. The Festival of Gifts Contest (hereinafter referred to as “Contest”) is being conducted by HTDS on its website (<https://www.hindustantimes.com/>) (“Website”)
2. Participation in the contest can only happen on the Website however, there can be various entry points for the Contest, for e.g. print, social media etc.
3. All the residents of India will be eligible to participate in the Contest, irrespective of their region of residence, gender and religion.
4. Participants only above the age of 18 are eligible to participate in the Contest.
5. The Contest will run on the Website, from October 1, 2024, to October 31, 2024.
6. Each participant may submit only one entry per day.
7. Winners will be selected through a lucky draw.
8. The lucky draw will be conducted only on working days (Monday to Friday), and winners will be announced only on working days (Monday to Friday).
9. To participate in the Contest, participants will be required to answer the questions & provide accurate and complete information, including name, contact number, and email address, when submitting their entries.
10. Incomplete or partial entries will not be accepted. HTDS management shall have the sole discretion to choose the valid entries.
11. Samsung Galaxy A05 will be awarded as the daily prize. In addition, there will be one mega prize - iPhone 15- which will be awarded to one lucky winner at the end of the Contest.
12. HTDS reserves the right to disqualify any participant/winner if it has reasonable grounds to believe the participant/winner has breached any of these T&C.
13. The announcement for the lucky winners will be published on the Website widget where daily questions will be shown as well as the Hindustan Times’ social media handles.

14. Additionally, the lucky winners will be informed separately via email/SMS/call within 2 working days of the lucky draw. Winners contacted through email/SMS must confirm receipt of such communication within 24 hours, or their prize will be forfeited. Only one attempt will be made to contact the winner on the registered mobile number provided during the submission of their entry. In case the winner is unavailable, the prize will be forfeited, and HTDS reserves the right to choose an alternate winner.
15. In their response to the written communication, winners must submit their identification, and it is mandatory to provide a photocopy of a photo ID and address proof (Aadhar Card/Voter ID Card/Driver's License). No cash equivalent of the prize will be provided. The prize is non-transferable, non-exchangeable, and not subject to return.
16. Prizes will be sent to the winner on their receiving address. However, this will be done by a third party vendor, hence HTDS will not be responsible for any delays & damages in transit.
17. Winners will have to pay the applicable TDS on the prize (if applicable on their prize, they will be informed accordingly by HTDS).
18. HTDS is not responsible for the warranty of the products. The warranty terms of the supplier of that product will apply and HTDS will not be responsible for any exchange, repair or any issue related to the products.
19. The gifts shown or mentioned in any advertisement related to the Contest are symbolic, and the actual gifts may differ.
20. HTDS reserves the right to arrange for any unforeseen prize in any way they deem fit.
21. Employees of HTDS agents, and their family members cannot participate in this Contest.
22. HTDS reserves the right to cancel or terminate this scheme without providing any reason or prior notice. If required, the rules of the Contest may be amended, and the decision of HTDS management will be final.
23. HTDS reserves the right to modify or change the terms and conditions at any time without any prior notice.
24. HTDS may use the name, likeness, and voice of any participant/winner for publicity, advertising, or any other purpose without prior notice or payment. They may publicize that a winner has won the Contest and the participants will have no objection to this.
25. HTDS, its vendors, or its associate companies shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages, including loss of profit or revenue.

26. Each participant agrees to indemnify HTDS and its agents, employees, representatives, partners, and subsidiary companies against all claims, losses, liabilities, costs, and expenses arising from or in connection with their entry in the Contest.
27. Each participant, by entering the Contest, expressly releases HTDS from any claims arising from the Contest or related prizes.
28. If the Contest cannot be run as planned due to tampering, unauthorized intervention, fraud, technical failures, or any other reason beyond the control of HTDS, they reserve the right to cancel, terminate, amend, or suspend the Contest.
29. Any clause of the terms and conditions that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.
30. This Contest is being run as a promotional activity by HTDS and all goodwill, copyright, moral rights, or other intellectual property rights related to this Contest will remain exclusively with HTDS.
31. HTDS reserves the right to disqualify any participant found to be engaging in fraudulent activities, tampering with the Contest process, or violating the terms and conditions outlined herein. Such disqualification may occur without prior notice
32. : By submitting entries to the Contest, participants grant and HTDS the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content worldwide, in perpetuity, and in any manner deemed fit for promotional purposes, without further compensation
33. These terms and conditions shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of New Delhi
34. These terms and conditions are drafted in English, which shall be the sole language used in interpreting and enforcing them. Any translation provided is solely for convenience, and the English version shall prevail in the event of any discrepancy.
35. All communication regarding the Contest shall be conducted via the official channels designated by HTDS. Participants are responsible for regularly checking these channels for updates and announcements.
36. Nothing in these terms and conditions shall be construed as creating a partnership, joint venture, employment, or agency relationship between participants and HTDS. Participants shall have no authority to bind HTDS or incur any obligations on its behalf.

37. The interpretation and application of these terms and conditions shall be at the sole discretion of HTDS. Sole decision of HTDS regarding any aspect of the Contest, including but not limited to eligibility, entries, and prize allocation, shall be final and binding.