

TERMS & CONDITIONS FOR MILK BIKIS LUCKY DRAW

1. SCOPE OF THE CONTEST

- 1.1 The “Milk Bikis Lucky Draw” is a consumer contest sponsored and organized by Britannia Industries Ltd.
- 1.2 The Contest is applicable for Milk Bikis Atta brand of biscuits.
- 1.3 These terms and conditions apply to the Contest and aspects thereof. By participating in the Contest, the Participants fully and unconditionally agree to and accept these Terms and Conditions which are available on www.britanniamilkbikis.com/T&Cs.
- 1.4 These Terms and Conditions are subject to our Privacy Policy which can be accessed at www.britanniamilkbikis.com/T&Cs

2. DEFINITIONS:

- 2.1 “**Contest**” shall mean this contest
- 2.2 “**Contest Period**” shall mean the period of the Contest defined hereunder
- 2.3 “**Customer**”(s) shall mean any person who purchases a packet of Britannia Milk Bikis Atta from applicable stores where the Contest is undertaken.
- 2.4 “**Participant**”(s) shall mean any Customer participating in the Contest upon fulfilling the Eligibility Criteria (as defined hereunder) and participating as per the mode of participation as provided hereunder
- 2.5 “**Terms & Conditions**” shall mean these Terms and Conditions for the Contest
- 2.6 “**Britannia**” or “**Promoter**” shall mean Britannia Industries Limited who is conducting and promoting this Contest
- 2.7 “**Product**” shall mean Britannia Milk Bikis Atta biscuits.
- 2.8 “**Winner**”(s) shall mean the Participant winning the Contest as per these Terms and Conditions.

2.9 *"Explanation:* The terms and conditions herein applicable for Participants, shall be deemed to be applicable to the Winner as well, at all times.

3. PROMOTION PERIOD

3.1 The Contest will be valid from 10:00AM on 3rd June 2024 to 10:00AM on 3rd August 2024 (“**Contest Period**”). Britannia reserves the right to cancel/amend/extend the Contest Period without giving any notice or intimation.

3.2 No requests or questions shall be entertained regarding extending or amending the Contest Period in any manner.

3.3 Entries coming outside the Contest period will not be eligible for the Contest.

4. TERRITORY & APPLICABLE LAWS

4.1 Subject to other criteria and conditions stated in the terms of the Contest, the Contest will be open to all residents of Maharashtra, India.

4.2 The Contest is subject to all applicable central, state and local laws and regulations.

5. ELIGIBILITY TO PARTICIPATE

5.1 This Contest will be open to every individual aged 18 years or above and residing in India provided that the Participant is not facing any criminal/civil or any other legal proceedings.

5.2 Participant should not be facing any criminal/civil or any other legal proceedings which may prejudice the participation in the Campaign in any way.

5.3 The Participant’s communication address shall be within the area of delivery serviceable by popular courier services.

5.4 Employees of Britannia and their relatives, and promotion agencies and their respective relatives their respective agents, distributors, retailers and any other channel partner, and their immediate family members are not eligible to participate in the Contest.

5.5 The participants, upon request from Britannia will have to provide their name, village name and such other personal details. The Winners will be announced post verification of the ID proof.

5.6 Britannia reserves the right to exclude any person from participating or winning the Contest on grounds of misconduct, misrepresentation, coercion, fraud, deceit or for any other reasons, as it may deem fit and proper. No communication in this regard from the Participant or his representatives shall be entertained by Britannia.

6. HOW TO PARTICIPATE

6.1 In order to participate in this Contest, **Participants** have to:

- a. Purchase a pack of Product from any of the applicable stores.
- b. Collect the lucky draw coupon from the shopkeeper.
- c. Fill in the details on the coupon and drop it at designated place.
- d. All the coupons would be collected in the provided cardboard boxes at the shop itself.
- e. In the end of the activation, the shopkeeper would randomly pick a coupon and that would be selected as the winner for the lucky draw.

7. SELECTION OF WINNERS

7.1 Winners shall be selected randomly from the coupons collected from the Participants.

7.2 Winners shall be announced on or before 5th August 2024

7.3 There would be 2 winners selected across 403 villages (i.e. a total of 806 winners). The winners would be selected purely based on a lucky draw.

7.4 We would be reaching out to our winners through our on-ground representatives in these villages.

7.5 The decision of Britannia shall be final and binding on the Participant in this matter. Britannia shall in no case entertain any questions, correspondence, enquiries on the manner of the selection of Winners.

7.6 Britannia shall, at all times, have the right to exercise its discretion on the selection of Winners, in order to ensure equity and fairness for all Participants, as per the Terms and Conditions.

8. PRIZE

8.1 The Two Participants who are selected as Winners shall be eligible to win _one Milton Cooler each.

- 8.2 Every winner shall be eligible for only one Prize.
- 8.3 Any costs associated with entering the promotion, including accessing the promotional website, are the responsibility of each Participant. Also, regular call and message rates will apply as per the consumer telecom operator in their respective circles.
- 8.4 In areas where courier services are not available, the Prize will be sent via Speed Post/Registered AD and all confirmed winners would be required to abide by applicable rules and regulations for the same.
- 8.5 The Prize will be given to the confirmed winners or the person available at the address provided, in the event the confirmed winner is not available.
- 8.6 In the event that the Prize is sent by courier, the courier shall ask the confirmed winner or the person available at the address provided to sign the acknowledgement receipt as a proof of receipt of the Prizes, without which the Prizes will not be handed over.
- 8.7 If the confirmed winner or the person available at the address provided does not cooperate as per the requirements mentioned herein with the courier or Speed Post official, as the case may be, the Winners would be required to personally collect the Prizes from the designated location at their own cost and expense; failure to do so within a conveyed timeline would lead to forfeiture of the Prize.
- 8.8 The Prize will be provided on an "as-is where-is basis" and without any express or implied warranty or guarantee concerning the quality, suitability or comfort. Britannia, their associates, , directors, officers, agents, representatives shall not be responsible or liable for any defect/deficiency or any other dispute in relation to and/or concerning the Prize including but not limited to any service or after delivery service problems/ issues and liabilities and Britannia will not entertain any claims in this regard. Britannia will not entertain any claims whatsoever in this regard.
- 8.9 Organizers are not responsible for any deficiency and/ or defect in, or relating to, any product/service and/or the Prizes or for any kind of consequential damages/ loss, bodily harm/ injury or death, in any manner whatsoever. If any Participant has any grievance with respect to the Prizes, the Participant may directly contact the warranty or guarantee provider, as may be applicable.
- 8.10 The image of the Prize depicted on the ads/posters/pack shots etc. are indicative only and the actual Prizes/ look of the Prize may vary from such pictures.

8.11 The Prize under this Contest is not transferable can't be traded, exchanged, sold, replaced or adjusted with anything including other prizes/ gifts/ benefits , if any or cash or other benefits in lieu thereof, except at the sole discretion of Britannia.

8.12 The Prizes under this Contest are free of cost and the Winners are not required to pay for the same or send any money or share any Bank or Card details with Britannia. Britannia shall not be responsible for any loss or damage to the Participant if any money is paid, transferred or bank/card related details are shared by the Participant.

9. RIGHT TO USE DATA COLLECTED AS PART OF THE CONTEST

9.1 The Participant/s provides express consent and hereby undertakes to irrevocably and unconditionally permit Britannia to cover/ promote the Contest through various media including newspapers, radio, television, news channels, internet, point of sale materials, digital media etc., and shall not raise any objection or make, protest or demur to such coverage/ promotion.

9.2 Each Participant/ Winner understands and agrees that their entries including their name/ image may be used by Britannia for reasonable purposes. All the rights including but not limited to the intellectual property rights, copyrights and all other allied, ancillary and subsidiary rights in the entry/ies shall vest with Britannia absolutely for perpetuity, throughout the world.

9.3 Britannia will collect Participant's personal information such as official name, including any alias, name of the village they belong to and name of the Milk Bikis representative that contacted them during the program in order to conduct the Contest. If the said information is not provided, Participant understands that the participation of such Participant would be as per the sole discretion of Britannia.

9.4 By entering the Contest, unless otherwise advised, each Participant also agree that Britannia or its affiliates may use such personal information, or disclose it to other organizations for use in any media for future promotional, marketing and publicity purposes. Participant understand that Britannia is not liable to acknowledge/ give credits, provide further reference, or payment or such other compensation or recognition to the Participant. Participants' personal information may be disclosed to statutory authorities, if required.

10. PUBLICATION OF WINNER'S LIST AND DETAILS

Britannia shall publish the list of winners along with requisite details during or upon conclusion of the Contest, as applicable. The said list of winners shall be published at village level retailer stores.

11. EXTENT OF LIABILITY/ OBLIGATION OF BRITANNIA

11.1 Britannia shall not be responsible if the Participants are not receiving the Prize on account of the Participant not meeting the Eligibility Criteria.

11.2 Britannia shall not be responsible for (including but not limited to):

- i. Any lost, late, or misdirected computer transmission or network, electronic failures, or any kind of any failure to receive entries owing to transmission failures or due to any technical or any other reason;
- ii. If the Participant has registered himself to the DND of the telecom provider/ the Participant has registered with National Do Not Call Registry - Any failure by reason thereof.
- iii. Other conditions beyond the control of Britannia. including Force Majeure

11.3 Even if the Participants are registered under NDNC, DND (Do Not Disturb), or under any other similar regulation, Britannia will still have all the authority to call the Participant. Participants agree to receive communications related to the Contest and expressly waives of any right/ privilege, by virtue of them having voluntarily participated in the Contest.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all responses received shall vest solely and exclusively with Britannia at all times. Britannia or any person or entity permitted by Britannia shall be entitled to use the responses received or any information in connection with the Participant's entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or consideration to the Participant.

12.2 All material submitted in connection with the Contest (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Participants are assigned to Britannia upon submission and become the property of Britannia exclusively. Britannia may use the material in any medium in any reasonable manner it sees fit. Copyright in any shall be deemed to have been assigned to Britannia and such material shall remain the sole property of Britannia.

13. CUSTOMER CARE/ HELPLINE

For any queries pertaining to this Contest, Participants may visit www.britanniamilkbikis.com/T&Cs

14. GENERAL TERMS AND CONDITIONS

Competency

- A. Each Participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Contest the Participant warrants that all information provided by Participant regarding Participant's name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.

Queries & Disputes

- B. No queries, claims, dispute, complaints or grievances shall be entertained by Britannia after 30 days from the date of the closure of the contest.

Disqualification of entries

- C. Any entry that is abusive or sexually explicit or disrespectful to any community/religion/place/person etc. will be disqualified and such act will be reported to the relevant authorities and appropriate action shall be taken against such Participant. No communication in this regard will be entertained.
- D. Failure to comply with any of these terms and conditions (including instructions) will disqualify the Participant from continuing to take part in the Contest and such Participant's participation will be invalid. Britannia retains the sole discretion to refuse Participants the right to participate if it is of the opinion that these terms and conditions are not followed.
- E. The Participants undertake that he/ she shall not under any circumstances, engage in conduct which is fraudulent, misleading, deceptive, derogatory or defamatory or generally damaging the goodwill or reputation of the Contest/ Britannia. The Britannia reserves the right to disqualify any Participant or take such other action as it may deem fit, against such Participants who tamper or attempts to create an undue influence with the entry process or submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Britannia, engaged in conduct which is fraudulent, misleading, deceptive, derogatory or defamatory or generally damaging the goodwill or reputation of the Contest/ Britannia// Celebrities associated in connection therewith.

Amendment Rights

F. Britannia reserves the right to change, defer, alter, extend or cancel/terminate 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. Britannia may also amend the type of Contest, submission mechanism, eligibility criteria, term of the Contest, and the prizes for the Contest. Britannia reserves the right to amend, temporarily suspend or withdraw the Contest in its absolute discretion provided that Britannia shall not exercise this right unreasonably. All decisions of Britannia in respect of the Contest and the Prizes therein will be final, binding and conclusive.

Liability of Britannia

G. Britannia shall not be liable to perform any of its/their respective obligations under the Contest or in respect of the Prize where it is unable to do so as a result of circumstances beyond its/their control in the nature of fire, explosions, natural calamities, state emergency, riots, epidemic, pandemic, quarantine or any other Force Majeure condition, etc., and shall not be liable to compensate or pay damages to the Participant in these circumstances.

H. Britannia shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Contest due to any law and order situation or government restrictions/judicial pronouncements.

I. Britannia shall not be liable to award/compensate/exchange or in any manner pay or Contest in case they fail to provide the Prize under this Contest due to any cause beyond their reasonable control or foresight, including but not limited to: act of god, insurrection or civil disorder, religious strife, war or military operations, terrorist act, partial or total strikes, either internal or external, lock-out, epidemic, blockage of means of transport or of supplies, national or local emergency, earthquake, fire, storm, flood, water damage, governmental, regulatory or legal restrictions, pandemic/epidemic, area being unserviceable by Premium Courier or Postal Services, Or act or omissions of persons for whom Britannia is not responsible.

J. Britannia accept no liability, whether jointly or severally, for any errors or omissions, in relation to winning the Contest. The Participant shall be solely responsible for any consequences which may arise from his/her participation in the Contest. Participant also undertakes to indemnify Britannia and its officers, directors, employees, representatives and agents, on the happening of such illegal acts committed by the Participant.

K. Britannia shall not be responsible for late, falsified, delayed, incomplete or destroyed entries and all such entries are void and may be disqualified at any time. Britannia does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, lost delayed or garbled data or transmissions, omissions, interruptions, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. Entry materials/ data that have been tampered with or altered are void.

- L. Britannia is not liable for any problems, errors, or negligence that may arise or occur in connection with this Contest, including but not limited to, any damage to the Participant's computer or other technical device, or software, as a result of the Participant's participation in this Contest. Britannia shall not be liable in any way for any failure or breach by any party in connection with this Contest, prize or prizes and accepts no responsibility for any loss suffered by a participant arising from this Contest, prize or prizes.
- M. Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of Britannia.

Compliance with local laws

- N. If a person chooses to access the Contest Website 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 over and above laws applicable in India. Britannia shall not be responsible for Participant's compliance with any local laws (including tax laws) outside India.
- O. By participating in this Contest, each Participant has specifically and voluntarily waived off any right or privilege, with respect to the management, processing, retention of information provided in connection with this Contest.

Acceptance of TnC

- P. The participation in the Contest is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.

Confidentiality & Publicity

- Q. The entry, comments of Participants including Winners or Mega Prize Winners, if any or any other materials sent to Britannia including feedback and other communications of any kind shall be deemed to be non-confidential. Britannia is free to reproduce, distribute and publicly display such feedback and entries received towards this Contest without limitations or obligation of any kind. Britannia is also free to use any ideas, concepts, know-how or techniques contained in such feedback for any purpose. Britannia reserves the right to analyse and summarize data that is collected and also reserves the right to publish, distribute, share summaries of the data collected with sponsors or other business partners without limitations or obligations of any kind subject to applicable laws.

Indemnity

- R. By entering this Contest, Participants agree to hold harmless Britannia, and its officers, directors, employees, representatives and agents, against any and all liability, damages or causes of action (however named or described) with respect to or arising out of: (i) Participant's participation in the Contest; (ii) the selection criteria or process; (iii) the administration of the Contest; (iv) delivery of the prize for reasons not attributable to

Britannia and (v) the quality, warranty, functioning or anything relating to the prize. Participants hereby release, waive and discharge any and all claims of damage, loss or causes of action (including negligence) including but not limited to loss or damage to person or property which the Participant and his/her representatives or assignees may have, suffer or which may hereinafter accrue to the Participant or as a result of the Participant's participation in the Contest or use of the subscription.

- S. The Participants acknowledge that the quality of the Prize, and the services of the courier service are not controlled or supervised by Britannia, hence any issue with relation to delay in delivery or damage in transit shall have to be addressed to the Courier delivery partner and defect in Prize or Prize related services shall have to be addressed to the manufacturer or service provider of the Prize /service alone and Britannia shall not be held responsible for it.

Severability

- T. If any provision of these terms and conditions is challenged/ found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. Indian laws shall be exclusively applicable to any and all disputes arising out of or in connection with the Contest or these terms and conditions.

Discretion

- U. The interpretation and implementation of the Terms and Conditions shall be at the sole discretion of Britannia. The decisions of Britannia with respect to aspects of the Contest shall be final and binding, and not subject to challenge or appeal.

Applicable law and dispute resolution

- V. These Terms shall be governed by and construed in accordance with the applicable laws in India. Any dispute including any dispute arising out of all matters with respect to this Contest shall be subject to the exclusive jurisdiction of the Courts in Bangalore, India. All the disputes/complaints/queries, if any, shall be entertained only within one month of the Contest getting over and be directed to Britannia via sureindia1@gmail.com. Any Winner approaching Britannia/ Agency with any disputes/complaints/queries after the expiry of the aforesaid one month from 5th August 2024 shall not be considered for resolution, subject to the sole discretion of Britannia/ Agency.

