

# TERMS & CONDITIONS

1. Terms and conditions (“Terms and Conditions”) of a limited period of Morphy Richards Assured Gift Voucher (“**Gift Voucher**”) is subject to terms and conditions of ‘**Morphy Richards Win-Win Offer**’ (“**Offer**”) of Bajaj Electricals Limited (“**Company**”), available on the website of the Company <https://www.morphyrichardsindia.com/mrwinwinoffer.aspx> and on the website of the Agency [www.teamrewardz.com/mrwinwinoffer](http://www.teamrewardz.com/mrwinwinoffer) (“**Terms**”) and by participating in this Offer, the customer will be bound by the same. The Offer is operational in the state of Tamil Nadu only and shall be valid from 4th October, 2019 to 4th November, 2019 (both days included) (“**Offer Period**”) for Indian citizens only and is only available to the customers (“**Customers**”) who have purchased Morphy Richards Appliances (hereinafter “**Appliances**”) from Retail Stores (“**Designated Stores**”), being marketed and serviced by the Company.
2. The institutional orders shall not qualify for availing benefits of this Offer.
3. The Customers purchasing the Appliances from the Designated Stores will be eligible to receive the Win-Win Week Assured Gift Voucher (“Gift Voucher”) which will contain 15 digit unique code (“Code”) and description of assured gift (“Gift”) out of the list specified against the Product Price Range Slab mentioned hereunder:

Product Price Range Slab (MRP)	Gift	Gift MRP*
Less than Rs. 3500	Zebronics in-ear Head Phone with mic	599
Rs.3,500 – Rs.7999	HP Headphone with mic	1499
More than Rs.8,000	JBL Wired Headphone	2499

\*The MRP of the Gifts is subject to change as per the packaging of the respective brands.

4. The Company has authorized ‘Team Promotions Private Limited’ (“Agency”) to manage the operations of the Offer.
5. The Gift offered shall not be exchanged for cash, credit note or in any other kind
6. Criteria for availing benefits of the Offer:
  - a. The Customers to follow the process specified at Sr. No. 7 within thirty (30) days from the date of purchase or by 5:00 pm on 30th November 2019, whichever is earlier. Any registration after 5:00 pm on 30th November, 2019 will not be valid for any reason whatsoever.
  - b. Torn/ damaged/ mutilated Gift Voucher shall not be considered valid for the purpose of availing benefit under this Offer.
  - c. The directors, employees, dealers, distributors, agents, vendors, representatives, business associates of the Company and/or the Agency and/or their family members and/or anyone else connected in any manner with the Offer, shall not be eligible to avail the benefits of the Offer.
  - d. The participation in the Offer will be valid for individual Gift Voucher Code and multiple entries by the Customer using the same email ID and mobile no. will not be permitted.
  - e. The Customers will have to bear incidental costs (if any) for receiving the Gift.
  - f. For any queries pertaining to the Offer, the Customers are required to write to the Agency at [mrtnpromo@teampromotions.in](mailto:mrtnpromo@teampromotions.in) or call the Agency on 8882094539/ 8882082551/ 8882089217/ 8882091113 / 011-40035100 between 10:00 am to 5:00 pm from Monday-Friday excluding public holidays and bank holidays.
7. To receive any one of the Gift mentioned in the Gift Voucher the Customers must follow the below written steps:
  - a. Log on to [www.teamrewardz.com](http://www.teamrewardz.com) (“Redemption Portal”) by entering the Code received in Gift Voucher within thirty (30) days from the date of purchase or by 5:00 pm on 30th November 2019, whichever is earlier. Any registration after 5:00 pm on 30th November, 2019 will not be valid for any reason whatsoever;
  - b. Enter name, address, email ID and mobile number in appropriate field

- c. Upload the copies of following documents in JPG/ PDF format:
      - i. Product purchase invoice, clearly showing date of purchase;
      - ii. Front side of the Gift Voucher showing Code and description of Gift.
    - d. The details on the Product purchase invoice and the details entered on Redemption Portal should match. Any variation therein would render the entry invalid and the Customer will be ineligible to avail benefit under the Offer.
    - e. Torn/ damaged/ mutilated Gift Voucher shall not be considered valid for the purpose of availing benefit under the Offer.
    - f. The participation in the Offer will be valid for individual Gift Voucher and multiple entries by the Customer using the same email ID and mobile no. will not be permitted.
    - g. The entry and registration by the Customer following the said process will be unconditional and unequivocal acceptance of the Terms of the Offer.
    - h. In the event the Customer is dissatisfied with the Terms of the Offer, his/her sole remedy will be not to participate in the Offer.
8. The Gift will be delivered by the Agency through the reputed courier/ registered post at the address provided by the consumer, which will take minimum fifteen (15) days time after completion of process by the Customer as set out at Sr. No. 6 & 7.
9. In the event the courier service/ registered post service is unable to deliver the Gift on the address provided by the Customer the Gift will be delivered to the Designated Store from which the Product was purchased by the Customer and the Customer will be notified of the same on its email ID and/or mobile number. The Customer will be required to collect the Gift from such Designated Store within fifteen (15) days from the date of intimation thereof.
10. Any registration received from the staff of the Designated Store or the Company on behalf of the Customer will be rejected and no Gift will be delivered against any such registrations.
11. The Gift offered are subject to stock availability and the Company/ Agency reserves the right to substitute the Gift under this Offer with an alternate gift of equivalent value at its own discretion.
12. The images of the Gift shown in the Offer document are only for representation purpose and the actual design/colour of the same may vary.
13. The printout of the Gift Voucher and the Invoice uploaded by the Customer during the registration process on the Redemption Portal will be kept by the Agency for record purposes and will not be returned.
14. The Gift Voucher and/or Gift is non-transferrable, non-refundable and no physical cash payment will be made in lieu thereof. The Gift Vouchers cannot be sold/ resold/ traded directly or indirectly by any consumer. The Gift will be issued only on the name of the Customer whose name appears on the Invoice.
15. Availing the benefit under this Offer is purely voluntary and optional for the consumer. However, by participating to avail benefit of this Offer, the Customer will be deemed to have accepted the Terms.
16. Any registration after the respective due date and time will not be considered valid and will not be entertained even if the Customer claims that they have received the Gift Voucher late from the designated store.
17. The Company or the Agency is not responsible for the quality, suitability, guarantee or warranty of the Gift. The same is the responsibility of the respective manufacturers.
18. The Customers shall be required to check the Gift at the time of delivery for any external damages. Any complaint/grievance for external damage to the Gift must be raised at the time of delivery to the courier delivery personnel and the same should be handed back to the same courier delivery personnel. In the event of any functional defect, the same should be informed to Agency within one (1) week from the date of receiving of the Gift. The Agency/ Company shall not be responsible to replace the Gift for any manufacturing/ functional defects reported after one week. However, the Customer may contact manufacturer's authorized service centres for resolving any such complaints.
19. The Company/Agency does not accept any responsibility for any damage, loss, injury or disappointment of any kind suffered by the Customers by availing the Offer.
20. The Company/Agency shall not be responsible to compensate the Customer for any tax implications that may arise for the Customer from the Offer.

21. The Company will not be responsible for any quality issues in respect of the benefits of the Gift. The Gift is offered on "AS IS" basis and WITHOUT WARRANTY OF ANY KIND, either express or implied, including but without limitation, the warranties of merchantability or fitness for a particular purpose, either from the Company and/or Agency. The Gift will be governed by terms and conditions of respective manufacturers and/or service providers.
22. This Offer is in no way sponsored, endorsed or administered by, or associated with the brands Zebronics/ HP/ JBL or any of its affiliates and by participating in this Offer the Customer shall release these brands and organization owning the brands from any claims.
23. Any costs associated with entering the Offer, including accessing the Offer website, are the responsibility of each Customer and Company shall not be responsible for any cost, expense or liability whatsoever in relation to, arising from or connected with this Offer.
24. If this Offer 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 Company and/or the Agency, including but not limited to technical difficulties, unauthorized intervention or fraud, Company and/or the Agency reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to invalidate any consumer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Offer, as appropriate.
25. The Company and /or the Agency 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 consumer's or any other person's mobile handset or computer related to, or resulting from, participation in this Offer or the downloading of any materials related to this Offer.
26. If for any reason this Offer 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 Company and/or the Agency which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Offer, Company and/or the Agency reserves the right in its sole discretion to cancel, terminate, modify or suspend the Offer, subject to any written directions made under applicable State or Territory legislation.
27. Caution: any attempt to deliberately damage the Company's and/or Agency's 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 Offer may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Company and/or Agency reserves the right to seek remedies and damages from any such person, to the fullest extent permitted by law.
28. The Company/Agency will not be liable to perform any of their respective obligations under the Offer where they are unable to do so because of circumstances beyond their control in the nature of fire, explosions, natural calamities, state emergency, riots, government restrictions or any other Force Majeure condition, etc., and shall not be liable to compensate the Customers in these circumstances.
29. The Company or the Agency accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. The Company and the Agency shall not be liable for any consequences of Customer error including illegible / incomplete / invalid / wrongly submitted claims/entries and claims in respect thereof.
30. By entering the Offer all the Customers accept and agree to all the terms and conditions of this Offer of their free will and there is no compulsion or coercion, or undue influence exerted upon the Customers to participate in the Offer or agree the terms and conditions as mentioned herein above. Non-acceptance of any of these terms and conditions will result in disqualification from the Offer. The Customer warrants that they are of sound mind, of requisite legal age, have clearly understood the Offer details. The Customer further agrees that the participation in this Offer does not call for any entry fee being charged by the designated outlets or the Company from the consumer.
31. The Customer shall comply with the Terms of the Offer and waive any right to claim any benefit out of ambiguity in the Terms of the Offer and release, indemnify and hold harmless the Company, its directors, officers, employees, agents, affiliates and suppliers from and against any and all liability, loss, claim and expense (including reasonable legal fees) whatsoever arising directly or indirectly from the Offer.
32. This Offer and the Terms shall be governed by the laws of India. Any and all disputes, controversies and conflicts (including non-contractual disputes or claims) ("Disputes") arising out of this Offer shall be referred to the Arbitration of a Sole Arbitrator to be appointed by the Company and/or Agency whose decision shall be final and binding on all. The seat and venue of arbitration shall be Mumbai. The Courts

at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to the Terms and Offer. The decision of the Company in any dispute arising out or in connection with the Offer shall be final and binding.

33. In the event, the Offer is termed as void due to introduction of any new legislation or by amendment of existing legislation or by judicial orders, the Company shall not be liable to award any Gift/Prize or any compensation in lieu thereof to the Customers.
34. The Customer participating in this Offer for availing the benefit, would deemed to have been waived the 'Do not Disturb' status ("DND") on his / her registered mobile number. By participating in this Offer, the Customer also agrees to receive details and information (if any) about this Offer on his/her registered mobile number, through SMS or voice calls, during the tenure of the Offer.
35. The Company reserves its right to amend the Terms of the Offer and/or extend the validity period and/or cancel/ discontinue the Offer or any part thereof without giving any reasons or a prior notice therefor. It will be responsibility of the Customers to keep themselves apprised of the same.