

## **Blenders Pride Fashion Nights 2022 'Register to Win Invites' Campaign**

### **Terms and Conditions**

Blenders Pride Fashion Nights 2022 'Register to Win Invites' ("**Campaign**") under Blenders Pride Fashion Nights 2022 ("**Event**") is being organized by Pernod Ricard India Pvt. Ltd., a company duly incorporated under the Companies Act, 1956 having its registered office at: 5th Floor, D-3, District Centre, Saket, New Delhi-110017, and corporate office at: 15<sup>th</sup> Floor, Building 8C, DLF Cyber City, DLF Phase-II, Gurugram, Haryana (hereinafter "**PRI**" / "**Company**") in association with its partner agency, M/s Airtech Solutions, a partnership company duly incorporated under the Partnership Act, 1932 having its registered office at T-408 Jaipuria Sunrise Green VIP Road Zirakpur Mohali Punjab 140603 ("**Agency**"), hereinafter together referred to as the "**Organisers**".

Please read the terms and conditions of the Campaign before participating in it. By participating/availing this Campaign, it is deemed that the participants/customers/consumers (hereinafter collectively referred to as "**Participant/s**") and/or Winners have irrevocably and unconditionally accepted all terms & conditions contained herein, including any/all amendment, modification, etc. made thereto without demur and shall throughout remain bound to them as under:

#### **1. Agreement to Terms and Conditions-**

- i. By participating in this Campaign, Participants fully and unconditionally agree to abide by the Terms and Conditions. Organizer's decision shall be final and binding in all matters related to the Campaign is subject to all requirements set forth herein.
- ii. Organizers reserve the right to exclude any person from the Campaign on grounds of misconduct or criminal record.
- iii. Organizers reserve the right to terminate, modify or extend the Campaign, at any time at its absolute discretion, without assigning any reason.

#### **2. Eligibility-**

This Campaign is open only for Indian citizens who are above 25 years of age and are currently residents of the city where Event is being organized viz Hyderabad, Bhubaneswar, Chandigarh, Pune, Guwahati, Warangal, Nagpur, Karnal, Noida and Indore. However, the final decision on the event being organized in these as well as the schedule of the event will be at the discretion of the Organizers. Organizers' employees, their family members, sponsors, agents, distributors, wholesalers, retailers, and any other channel partners, including their employees or any outlet staff, bar staff and counter salesmen are not eligible to participate in the Campaign. Entries received from any of the foregoing ineligible participants shall be liable to be rejected by the Organizers at any stage of the Campaign without demur.

#### **3. Campaign Period-**

- i. The Campaign shall be open between 14<sup>th</sup> May 2022 to 30<sup>th</sup> June 2021 including the start date and end date ("**Term**"). The participation window however shall vary for Participants from each city and close 2 days prior to the Event date in that city. The last date to submit

entries for each city Event shall be communicated by the Organizers from time to time through Campaign posts published on various digital platforms. Thereafter, Organizers will not be obligated in any manner whatsoever for entries beyond the respective last dates enumerate in term will not be considered valid for participation in the Campaign.

**4. How to Participate:**

- i. The Campaign will be active only on official website of Blenders Pride Fashion Tour - [www.blenderspridefashiontour.com](http://www.blenderspridefashiontour.com) (“Website”).
- ii. Participants are required to register themselves on Website by choosing a single Event city, answering one question related to the Event in that city and submitting their details, namely First Name, Last Name, Email ID and Mobile Phone No.
- iii. Each Participant may participate multiple times during the Campaign Period for that particular city, however, he/she will only be eligible to win once.
- iv. Only those entries which qualify the criteria prescribed above shall be considered eligible for winning the Prize.

**5. Prize-**

- i. During the Campaign period for each individual city, a total no. of 5 lucky winners out of the pool of Participants who have registered for the Event in that city will be chosen by the Organizers as Winners, and will win an exclusive Invite to attend the Event in their city. The Invite will be handed over to the Winners via e-mail or direct message and shall permit 1 person.
- ii. The entries will be shortlisted by using a randomiser software (in the presence of an independent auditor), out of which the Organizers will choose the 5 winners subject to verification of valid address proof submitted by the Winners at the time of participation.
- iii. Winners will be informed by way of email or direct message or phone call, as per contact details submitted in the entry. The Prize shall be distributed subject to availability and as per the instructions of the Organizers and also subject to fulfilment of documentary verification. The Winner(s) shall not be entitled to seek any replacement / exchange against the Prize he/she has received.
- iv. The prize is applicable only for the winner and is non-transferable.

**6. Intellectual Property-**

- i. All rights, title and interest, including but not limited to the Intellectual Property Rights, in the Campaign material(s) and in any and all responses received shall vest solely and exclusively with PRI at all times. PRI or any person or entity permitted by PRI in this regard shall be entitled to use the responses received or any information in connection with the entry in any

media for future Campaign, marketing, publicity and any other purpose, without any permission and or payment to the Participant.

- ii. All material 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 taken of Participants are assigned to PRI upon submission and become the property of PRI exclusively. PRI may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of PRI.

#### **7. Personal Data Protection and Privacy-**

- a. At the time of participating in this Campaign, Participant hereby consents and authorizes the Organizers to collect certain information about the Participant (hereinafter 'Personal Data').
- b. Personal Data obtained by the Organizers during the Campaign may be used to remarket other such similar campaigns organized by PRIPL and by participating in this Campaign, the Participant consents to such use by PRIPL.
- c. Personal Data will be stored as long as such data is necessary for the purpose enumerated above. Further, said Personal Data shall only be transferred or handed to any third parties for achieving the above purpose under strict confidentiality, and to any government authority where required to do so under applicable law.
- d. Terms related to collection and use of such Personal Data are set forth in the Privacy Policy which can be accessed at this link - <https://www.pernod-ricard.com/en/locations/india/pernod-ricard-india-legal>. By participating in this Campaign, you agree to be bound by the Privacy Policy and you acknowledge and agree that you are solely responsible for the accuracy, content and updation of your Personal Data.

#### **8. General Conditions-**

- i. The Participant understands and agrees that the selected Winner(s) alone shall be entitled to the prizes, subject to all terms and conditions mentioned herein, and furnishing of correct and complete details as indicated in Clauses vii & viii (including but not limited to) in the prescribed manner and to the entire satisfaction of the Organizer.
- ii. The Campaign will be promoted at the sole discretion of the Organizers.
- iii. The winner(s) will be intimated by way of email or direct message or phone call, as per contact details submitted in the entry, and the winner(s) will be required to revert with requested details of verification within 24 hours. Two attempts would be made to contact the winner on his contact number failing which the Organizers, at their discretion, will choose the next winner. The decision of the management of Organizers in this regard shall be final & binding upon the Participant and/or the Winner(s), and the Participant/ Winner(s) hereby agree that no claims, disputes, etc. of any sort shall be raised against the Organizer.
- iv. The Prize can neither be exchanged nor redeemed for cash/ any non-monetary consideration nor it is transferable. In the event of non-availability or inability of Organizer to provide the exact prize for any reason whatsoever, the Organizers shall have the right to

offer an alternative prize and the winner shall accept the same without demur and shall not make any claim against the Organizers on any account.

- v. The Winner(s) will be entitled to receive their Prize after submission and verification of all documents (Photo ID, Age Proof, Address proof and PAN Card) to the entire satisfaction of the Organizers vide email to [contact@blenderspridefashiontour.com](mailto:contact@blenderspridefashiontour.com) within 24 hours of receiving the confirmatory call/ SMS / email. In case the Winner(s) does not submit his/her documents within the stipulated time period stated hereinabove, then the Winner(s) shall not be able to claim the Prize and the said claim shall lapse automatically without any further notice to the Winner(s) in this regard.
- vi. The Prize is subject to the applicable laws of India. The Prize would be delivered/ handed over to the Winner only upon proper identification and verification of the Participant to the full satisfaction of the Organizers. The Winner(s) shall be duly required to provide a copy of their PAN card and Aadhar Card as provide satisfactory proof for payment of all applicable taxes and levies.
- vii. While accepting the Prize under the Campaign, the Winner(s) will be required to execute an "indemnity" and "release of claims" form as may be provided by Organizers, as the case may be, which shall release the Organizer of all liability, loss, damage, demand, claim, etc. in connection with the Campaign and the Prize handed over under this Campaign. Failure to complete and sign any documents requested by Organizers will result in disqualification of Winner. Thereafter, the Organizers, at their discretion, will be entitled to choose the next winner. All decisions of Organizers shall be final in this regard.
- viii. Organizers are not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Campaign is provided on "as-it-is" basis without any warranty of any kind. Organizers, their management, directors, employees, officers, affiliates or subsidiaries, agents, representatives, etc. or any of its sponsors/ partners make no representations, and further disclaim themselves from all express, implied, and statutory warranties of any kind towards the Participants, Winners and/or any third party with respect to accuracy, timelines, completeness, merchantability, or fitness of the Campaign.
- ix. Organizers reserve their right to select and declare or not to declare the prize Winner if the number of entries submitted for the Campaign is not upto the logistical satisfaction of Organizer. Decision of Organizers in this regard shall be final & binding, and no correspondence in this regard shall be entertained.
- x. Organizers' employees and their family members, and its sponsors/partners are not eligible to participate in the Campaign.
- xi. All rights, title and interest, including but not limited to Intellectual Property Rights in the Campaign and/or any other promotional material(s) shall vest solely and exclusively with Organizer at all times. In connection with the Campaign, the Organizers or any person or entity permitted by the Organizers shall be entitled to use personal details of Participant and/or Winners such as names, characters, photographs, voices, videotape, etc. for any

media promotions, marketing activity, publicity and likewise purposes. By voluntarily participating in the Campaign, Participant and/or Winner(s) hereby waive off all their rights to claim royalty, remuneration or legally challenge due to any such use of their personal details by the Organizers.

- xii. Organizers reserve their right to change, defer, alter or cancel this Campaign in part or full, or change any or all terms and conditions of the Campaign, without giving any prior intimation/ notice of any kind. Further, it shall not be liable for any consequential losses/ damages to any Participant and/or Winners in this regard. Decision of the Organizers in general, and with respect to this Campaign in particular shall be full, final, binding and non-contestable upon the Participant and/or the Winners.
- xiii. Under no circumstance the Organizers, their management, directors, employees, officers, affiliates or subsidiaries, agents, representatives, etc. shall be liable to the Participant, Winners and/or any third party for any loss of profits or lost opportunity, or for any indirect, special, consequential, incidental, or punitive damages whatsoever, even if Organizers have been advised of the possibility of any such damages. The Participant/ Winners specifically agree not to file and/or initiate in person or through any family member or through any third party, any criminal and/or civil proceedings/ complaints/ applications in any courts or forum in India against Organizers, their management, directors, employees, officers, affiliates or subsidiaries, agents, representatives, etc. to claim any damages for any losses or seek relief in connection with the Campaign and/or the prizes. The Participant/ Winners specifically agree that Organizer, its affiliates, its group companies, their employees, officers, directors or any other person and/or sponsors shall not be responsible for any claims/ liabilities/ losses (including legal fees) arising out of and in relation to any injury/ damage/ harm/ loss/ death/ mental or emotional trauma suffered by the Participant or prize Winners in any manner whatsoever in connection with the Campaign and/or the prizes.
- xiv. Organizers shall not be liable to perform any of their obligations under the Campaign or in respect of the Prize where it is unable to do so as a result of unforeseen circumstances, Force Majeure conditions, including but not limited to fire, earthquake, epidemic outbreak, pandemic viz. COVID-19 or circumstances beyond its reasonable control.
- xv. Organizers are empowered to take a decision in case of any conditions, circumstances and scenarios beyond these terms and conditions of the Campaign.
- xvi. The Campaign and the terms and conditions herein shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Campaign and/or prizes are subject to the exclusive jurisdiction of the courts at Delhi only. The Campaign shall be deemed void where prohibited by law.
- xvii. In case of any queries with respect to the Campaign, please write to the Organizers at [contact@blenderspridefashiontour.com](mailto:contact@blenderspridefashiontour.com).