

TERMS & CONDITIONS OF THE LUCKY DRAW FOR PARTICIPANTS

PLEASE READ THESE TERMS AND CONDITIONS ('T&C') CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS "SAREGAMA LUCKY DRAW" (THE "DRAW"). BY PROCEEDING WITH YOUR REGISTRATION AND PARTICIPATION IN THIS DRAW, YOU HEREBY ACKNOWLEDGE, ACCEPT AND THEREBY AGREE ON IRREVOCABLE BASIS, TO BE LEGALLY BOUND BY ITS Terms & Conditions MENTIONED HEREUNDER.

This **Draw** is organized by **Saregama India Limited** (hereinafter referred to as the "**Organizer**") on the below mentioned terms and conditions.

DRAW will be available subject to the following terms and conditions (hereinafter referred to as "Terms"). The Participants agree to abide by these Terms & conditions in its entirety. If any Participant does not agree to any of the Terms, such Participant shall not be eligible for the DRAW. Organizer, reserve the right to modify the Terms at any time, without notice.

TERMS AND CONDITIONS (T&C)

1. Term of this DRAW

The Draw shall be commencing from 21st October, 2016 00:00:00 hrs. till 31st October, 2016 11:59:59 ("Period").

A Participants, by participating in the Draw hereby agrees to the Terms and Conditions mentioned below and gives his/her consent to the criteria and process of selecting the winners as set out herein, and any appropriate changes that may be made to this Draw by the Organizers due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organizers, its affiliates and associates.

Also, by participating in this Draw, the Participant:

- Warrants that he/she has read, understood and agreed to conform to these Terms and Conditions.
- Warrants that the accuracy, truthfulness and currency of all information that he/she may have submitted.

By participating in this Draw, the Participant indicates his/her acknowledgement and acceptance of these Terms and Conditions.

2. Eligibility Criteria:

2.1 In order to be eligible for this Draw, a Participant must fulfill the following criteria-

- He/She should be above 18 years of age.
- He/ She must be citizen of India.
- He/She must not have any criminal record nor should be of an unsound mind.

2.2. The employees of Organizer and their group companies, affiliate's or associate companies; are not eligible to participate in this Draw.

3. Participation, Charges & Selection of Winner/ Winners

3.1 Participation:

This Draw is purely on a best effort basis and participation of eligible Participants in this Draw is voluntary. To participate in this Draw, a Participant shall have to fulfill the following criteria-

During the Term of this Draw, The Participant(s) need to buy songs worth Rs.100 or more from the website Saregama.com.

3.2 A Participant who opts for participating in the Draw as per sub-clause 3.1, then that participation shall have a chance of being selected for one of the Gratification as mentioned in clause 5 Here in below.

3.3 Winners will be sent an email and those who respond within 7 days of the email, will be given the handsets. It is hereby understood by the Participants that those who does not respond to the email sent by Organizer shall cease the chance to win.

3.4 Disbursement of Gratification shall be made within 60 days of getting the final contact details.

4. Selection of Winner

- (i) Winners will be selected on random basis.
- (ii) Winners will be announced in first week of September.
- (iii) In case the winner/s does not respond to the mail sent by the Organizer within the stipulated time, the next Participants shall stand a chance to win.
- (iv) This selection of the winners shall be final and binding upon the participants.
- (v) The Winners shall be intimated through email by Organizer to the email id of the Winner that he/she has provided during submission. The Participant hereby understands and agrees that the responsibility of Organizer is limited only to the extent of communicating it to them about winning the Draw and the Prize won by them.

5. Gratifications:

In all, Winners shall be selected by Organizer, in accordance with clause 3 of the T&C.

"Gratification for the winner(s) is an opportunity to get any of the following:

Three Huawei smartphone

6. The Gratification to each Winner/s is neither assignable nor transferable. The Gratification shall not be exchanged for cash.
 7. The declared winner/s shall have to claim the Gratification within the stipulated time limit of 7 days from the date the participant has been informed that he/she is the winner. In case of default by any Winner to collect the Gratification within a stipulated time the Gratification shall be forfeited by Organizer and the Winner shall have no claim to demand the same.
 8. It is also understood and agreed by the Participants that mere participation to this Draw during the Draw Period, does not entitle the Participant /s to claim the Gratification. He /she should be a selected/ declared Winner by Organizer in conformity with the T&C (including terms of clause 3), to claim the Gratification(s) mentioned herein.
 9. By entering the Draw, the Participants confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and also agree to receive promotional messages from Organizer, as it may deem fit and proper, at their sole and absolute discretion.
 10. By participating in the Draw, the Participant hereby further understands and agrees that Organizer shall at its sole discretion be responsible *inter-alia* for the selection of the Winner and decision of Organizer in this regard shall be final and binding upon the Participants including the Winners.
 11. The Participants including the Winners understand and agree that acceptance of the Gratifications by the Winners, constitutes grant of permission Organizer and its affiliates, to click photographs of the Winners and use their names, photocopy, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, without any additional compensation whatsoever. The Participants including the Winners, hereby understands and gives his/ her irrevocable consent for sharing /submission of his/her personal information with Organizer. All the Gratifications shall be subject to such other terms and conditions as may be applicable to specific Gratifications and shall have to be complied mandatorily by the Winners.
 12. *The documents required to be submitted along with the claim by the winner include the following-
 - *Identity Proof*
 - *Address Proof*
 - *PAN Card (optional and subject to its availability)*
 - *Letter of Compliance with rules and regulations*
 - Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the Prize(s)
 - If the Winners are unable to provide the required documents, the Prizes shall be offered to next shortlisted Participants.
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- *(the document list is only inclusive and not exhaustive and can change as per the requirements of Law)

13. The Gratification(s) to the Winners shall be given subject to compliance with all applicable statutory legislations/ processes /formalities in connection with the Gratification(s) and on production all such documents/papers mentioned in clause 12 of this T&C and as required by Organizer before accepting the delivery of the Gratification. Any failure on the part of the winner to comply with directions issued by Organizer for claim of Gratification shall entitle Organizer to forfeit the Gratification and distribute it to the other eligible participants entitled to the Prize subsequent to the disqualified Participant. Neither Organizer nor any of their affiliated parties shall in any manner be responsible for non-receipt of prizes dispatched by courier at the postal address of the winner. Organizer will reimburse the winner against any claim of non-receipt whether alleged to be caused by fraud or any other cause.
14. The logistics and cost of delivering the gratification to the winner will be borne by Organizer.
15. In case of any queries/ complaints, the Participants shall have to directly contact Organizer at (address): 2nd Floor, Spencer Building, 30 Forjett Street, Landmark- The Lane opp. Bhatia Hospital, Grant Road (West), Mumbai – 400036 regarding any queries /complaints. Alternatively, the Participants can send an email to feedback@saregama.com email id of Organizer.
16. The Participant hereby agrees and undertakes not to hold Organizer and/or any of their group entities or affiliates, their respective directors, officers, employees, agents responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Participant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of the present Draw.
17. The Participants including the Winners understand and agree that Organizer shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a Participants and/or any third party, directly or indirectly, by use or non-use of the Gratification.
18. This Draw is subject to *force majeure* circumstances i.e. Act of God or any circumstance beyond the reasonable control of Organizer. In case of force majeure conditions, no liability in whatsoever manner shall fall upon Organizer.
19. The Draw is valid subject to compliance of all formalities as required by Organizer. Any failure on the part of the Participant to comply with the specified formalities shall disqualify the Participant.
20. The Prizes are non-transferable, non-negotiable, subject to availability and there will be no cash alternative. Organizer reserve the right to substitute Prizes of equal or greater value, at any time.
21. The Organizer are neither responsible nor guarantee the quality of the goods being provided as prizes/gratifications nor is it liable for any defect or deficiency of goods or services so obtained/availed, by the Participants under Draw.

22. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free Prize, which shall be solely borne by the winners for all the Prizes.
23. Organizer will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or damage to property, which is suffered or sustained in connection with Draw.
24. Winners shall be intimated by the Organizer directly. Organizer shall not entertain any questions, correspondence, enquiries on the manner of conducting Draw and grant of Prizes from any person, whatsoever.
25. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizer.
26. In matters relating to Draw hereto, the decision of organizer shall be final and binding in all respects.

27. The decision of Organizer in respect of all transactions under this Draw shall be final and binding. Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Draw or any part thereof including the eligibility criteria at its sole discretion at anytime during it's validity as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the Participant.

28. The Terms & Conditions are subject to laws of India and to the exclusive jurisdiction of the Courts at Calcutta.

