

## **PART A - DEFINITIONS**

In these rules and regulations, the following terms, to the extent not inconsistent with the context thereof, shall have the following meanings assigned to them herein below:

**"Company"** shall mean DHFL Pramerica Life Insurance Company Limited, the organizer of the Event and having its registered office at 4<sup>th</sup> Floor, Building No. 9 B Cyber City, DLF City Phase III, Gurugram-122022

**"Event"** shall mean the events& contests conducted for the PRAMERICA SPIRIT OF COMMUNITY AWARDS Campaign. During the course of the Event, participants would be required to participate in the PRAMERICA SPIRIT OF COMMUNITY AWARDS at [www.dhflpramerica.com/spirit](http://www.dhflpramerica.com/spirit) by submitting their projects on community service, inviting friends to participate and evangelizing their vision of community service. Two winners will be selected to represent India at the PRUDENTIAL SPIRIT OF COMMUNITY AWARDS ceremony in Washington, D.C.

**"Force Majeure"** shall mean any event beyond the control of the Company or its sponsors or technical partners etc., rendering the running of the Event or any part thereof impossible.

**"Images"** shall mean the photographs submitted by the Participants for the Event.

**"Participant"** shall mean any person who, being eligible to participate in the Event, participates in the Event in accordance with the rules and regulations contained herein or amended and/or altered from time to time.

**"Prize"** shall mean the prizes in cash or kind to be given to the winner/sof the Event.

**"Terms and Conditions"** shall mean those terms and conditions contained herein and amended and/or altered from time to time.

**"Winner"** shall mean any successful Participant who has been declared successful in the Event.

## **PART B - ENTRY AND PARTICIPATION IN THE EVENT**

- a) This Event is being run by the Company for a limited period only, and in cities in India.
- b) The last date for submission for entries is December 31, 2018 unless terminated earlier or extended by the Company.
- c) The Participant should be an Indian citizen and should be a valid passport holder to be a legal claimant of the Prize.
- d) Employees of the Company and any of its subsidiaries/affiliates (and all sub-contractors and agents rendering services in respect of the Event); any sponsor and members of their immediate family; persons with criminal convictions; persons other than Indian nationals or Indian nationals living out of India are not eligible to participate in the Event. Failure on the part of the Winner, to provide proof or affidavit of eligibility before the acceptance of the Winner announcement, upon request by the Company, may result in disqualification and/or the withholding or withdrawal of the Prize.
- e) Prize Winners will be chosen by the Company on the basis of pre-defined project judging parameters and as per the selection process. The Company, in order to confirm Winner's willingness to bear any liability that may accrue to him/her, shall attempt to contact the Winner on the email id provided by the Winner at the time of submitting his/her entry in the Event. Winners of the Event will be notified by email within thirty (30) days of the verification of the ensuing results. The Participant will have ten (10) days from notification to mail in all the required information to the Company. The Company is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winning Participants. The winning Participant will be required to sign and return a release of liability, declaration of eligibility, and where lawful, a publicity consent agreement, all within (30) days of the acknowledged notification. In the event the Winner cannot be contacted on the given telephone number, or non acceptance of the Winner to adhere to

the Terms and Conditions of the Event, the said Winner will be disqualified and the Company will follow the above procedure to select a new Winner.

- f) The decision of the jury members will be final and binding and the Company will not entertain any dispute regarding the same. The Jury would consist of personalities empanelled by the Company.
- g) The Winner has to be a citizen of India.
- h) The Winner is liable to pay any taxes, TDS or any other fees as per the regulations of Government of India.
- i) Once the Winner accepts the prize by completing the formalities, the Winner shall be required to visit the office of the Company, within 10 working days from the date he/she was contacted by the Company's representative, in order to sign declaration and to collect prize, upon submission of passport size photograph, Passport details as well as residential proof and proof of identity. In absence of any of the abovementioned documents, the Company reserves its right to disqualify the Winner from receiving the Prize.
- j) Winners have an obligation to provide accurate and necessary information regarding contact details and email id.
- k) The Prizes are not exchangeable for cash. Tax implications if any, will be borne by the Winner.
- l) The Company reserves the right to modify the Prizes under Force Majeure conditions.
- m) The Company shall not be held responsible for late, lost, misdirected, or unsuccessful efforts to notify the winning Participant. The winning Participant will be required to sign and return a release of liability, declaration of eligibility, and where lawful, a publicity consent agreement, all within (30) days of acknowledged notification. By accepting and/or using prize, the winning Participant agrees to the use of his/her name, voice, etc for the purpose of advertising, trade, or promotion without further compensation, unless prohibited by law. If a winning Participant cannot be contacted/ found to be

ineligible/ fails to claim a prize/ fails to timely return the completed and executed declaration and releases as required, prize (s) may be forfeited or may be given to an alternate winner selected by following the above process.

- n) According to section 194B of the Income Tax Act, 1961, the Winner will be required to pay 30% tax at source of the value of any prize be it in cash or kind.

### **PART C - GENERAL RULES**

1. Persons must participate in the Event on their own behalf and entries by proxy will not be accepted.
2. The Company may in its sole discretion exclude a Participant from participation in the Event, including without limitation for the following reasons (i) circumstances which, in the Company's view, renders the Participant unfit to participate therein; (ii) inability to produce documentation specified by the Company proving the identity of the Participant.
3. The Images submitted to the Company by the Participant shall be free of any Copyright, intellectual property, trademark or patent violations and shall be the sole property of the Participant. The Participant shall indemnify the Company for any breach of Copyright, intellectual property, trademark or patent caused or as a result of the Company using the Images.
4. The Company shall be free to use the Images in connection with the Event in any manner whatsoever including and not limited to the use in advertising and promotion of the Event on radio, internet, hoardings etc. The Participant gives unlimited right to the Company to publish the Images in electronic form and to publish the first name and city or college of the Participant. The Participant shall indemnify the Company for any claims made against the Company for the use of Images by the Company.
5. The Company may refuse to award/or reclaim any Prize awarded to any

Winner in the event of Winner 's fraud, dishonesty or non-entitlement to participate in the Event under the Terms and Conditions contained herein or amended and/or altered from time to time or failure to accept the Terms and Conditions hereof.

6. In the event of any fault, misunderstanding or dispute concerning any part of the Event, the decision of the Company shall be final and binding on the Participants / Winner.
7. The Company shall not be held responsible for server outages, network difficulties and other technical difficulties.
8. The Company reserves the right, exercisable in its sole discretion, to alter or replace the prize structure, add additional Prizes, substitute Prizes of equal value for Prizes that become unavailable; or discontinue any individual Prizes at any time without notice. Prizes are non-transferable. All national, provincial, state and/or local taxes are the sole responsibility of the Winner.
9. The Company, sponsors, agents and representatives of sponsors, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors shall not be responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible entries; or telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, or difficulties of any kind; or failed, incomplete, garbled, or delayed computer transmissions; or any condition caused by events beyond the control of the Company or sponsors that may cause the Event to be disrupted or corrupted; or any injuries, losses, or damages of any kind arising in connection with or as a result of the Prize (s), or acceptance, possession, or use of the Prize (s), or from participation in the Event; or any printing or typographical errors in any materials associated with the Event.
10. The Company reserves the right, at its sole discretion, to extend the contest date (s), move all entrants to next contest date (s) due to lack of entry's, or suspend or cancel the Event at any time if any issues legal, managerial,

technological etc. arise during the activity. By participating in the Event, the Participant agrees to release and hold harmless the Company, sponsors and the employees, officers, directors, shareholders, agents, representatives of said sponsors, their parent company, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Event or resulting from acceptance, possession, or use of any Prize (s), including without limitation, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy.

11. The Participant hereby assigns and conveys to the Company all of the Participant's right, title and interest, including but not limited to right of publicity and right of privacy in the Images of the Participant at any time. The Participant acknowledges and agrees that all the Images, verbal assertions, representations, or endorsements, express or implied, and other likenesses or depictions of the Participant made or caused to be made by the Company and all materials used in connection therewith, shall be the absolute property of the Company and may be used by the Company at any time and from time to time in its sole discretion for any purpose, including but not limited to promotional, advertising and other purposes, through any medium, whether local, national, foreign, or international, including without limitation newspaper, magazine, television, Internet, point of purchase display, public relations, and product packaging, without further consideration to or approval of the Participant. The Participant hereby releases and forever discharges the Company, its successors and all persons acting under its permission or authority, from any and all claims, actions, liabilities, and causes of action in any manner arising or resulting from the Company's use of the Images or otherwise depicting the Participant or the Company's use of any of the Images of the Participant for any use including but not limited to promotional, advertising, or other purposes. The Participant hereby agrees to hold the

Company harmless from any and all claims and actions by any persons not a party to these Terms and Conditions arising from the Company's use of the Images, photographs, videotapes, or other depictions or likenesses of the Participant.

12. The Company reserves its right to amend and/or alter these Terms and Conditions or terminate the Event at any time, without prior notice and assigning any reason and the same shall be binding on the Participant / Winner, as the case may be.
13. By participating in this Event, the Participants agree and acknowledge having read and understood all Terms and Conditions of this Event. All the Participants shall abide by the Terms and Conditions contained herein or amended and/or altered from time to time.
14. If the operation of the Event of any/all the shows is prevented by an event of Force Majeure, the Company may cancel all or any part of the Event and will not be liable to anyone for the same in any manner whatsoever.
15. The Company reserves the right to disqualify the Participant at any point in time, if the Participant is found suffering from medical problems, unstable mental condition or any such reasons at the discretion of the Company, upon arrival of the Winner to collect the authorization letter.
16. All winnings from Event are subject to tax deduction at source under section 194B of Indian Income Tax Act. The Company will hand over Winner Letter to the Participant upon obtaining sufficient proof of deduction of requisite tax, if required at source as per law from the Winner.
17. The Company with regard to the Event will not entertain any correspondence of whatsoever nature, either from the Participants or Winner, addressed at registered office or otherwise.
18. Non-conformation to comply with the Terms and Conditions contained herein and/or amended or altered from time to time, by any Participant and/or the Winner, the Company shall be entitled to disqualify them from participation or

receiving Prize as the case may be.

19. The Event, prizes and winning of such prizes are void where prohibited by law or regulations. The Participant assumes the total responsibility of knowing if they are subject to any local, state or national laws. The Company accepts no responsibility in this behalf. The Company reserves the right, exercisable in its sole discretion, to alter or replace the prize structure, add additional prizes, substitute prizes of equal value for prizes that become unavailable and/ or discontinue any individual prizes at any time without notice. Prizes are non-transferable. All national, state and/or local taxes are the sole responsibility of the winning Participant. The prizes are not exchangeable for cash.
20. In case of any accidents / mishaps as the Participant of the contest OR as the Winner of the Prize, the Company / organizers will not be held responsible.
21. The Company will not be liable on account of any deficiency or defect in the Prizes offered under this Event. The products may differ in appearance from those displayed in the promotional materials.
22. Any issues arising from these terms and conditions shall be subject to the Courts at New Delhi and shall be governed by Indian Law.