



TERMS & CONDITIONS

1. Campaign Details, Concept and Participation:

- a. This is a limited period Campaign sponsored and launched by HP INDIA SALES PVT. LTD. (hereinafter referred to as “**HP**” or “**Company**”) for select SKUs (hereinafter referred to as “**Campaign**”). The Campaign shall be organized and managed by Premier Sales Promotions Private Limited (hereinafter referred to as “**Big City**”).
- b. Limited period Campaign for the consumers shall also be referred to as “**HP Supplies - Space Center Campaign**”.
- c. Consumers can participate in the Campaign by visiting the campaign website, entering their details, uploading a photocopy of their invoice and submitting their entry.
- d. The offer will be valid for all the eligible purchases made between 1st November’19 to 31st January’20. The participation website will be live till 15th February’19.
- e. For the **HP Supplies - Space Center Campaign** during the Campaign Period, 1003 winners will be selected to win prizes. The breakup of prizes is as mentioned below:
 - i. Trip for 2 to USA Space center – 3
 - ii. Amazon Echo Dot – 1000 Qty
- f. All Intellectual Property Rights (“IPR”) including trademark, copy right, patent, trade secret and designs used are the property of their respective owners.
- g. The Campaign is subject to all applicable central, state and local laws and regulations.
- h. Consumers participating or seeking to participate in the Campaign shall individually be referred to as "Participant" and collectively as "Participants".

2. Agreement to Terms and Conditions:

- a. By participating in this Campaign, Participants fully and unconditionally agree to and accept these terms and conditions available on www.hpcontest.in for the **HP Supplies - Space Center Campaign** ("hereafter referred to as Campaign Website"). The decisions of HP India Sales Pvt. Ltd. will be final and binding in all matters related to the Campaign. Successfully entering the Campaign and winning a prize is subject to all requirements set forth herein.
- b. HP India Sales Pvt. Ltd. reserves the right to exclude any person from the Campaign on (i) grounds of misconduct; (ii) criminal record (iii) tampering with the entry process or the operation of the Campaign; (c) acting in violation of these terms and conditions; (iv) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person; or (v) for any other reasons, as it may deem fit and proper. No communication in the regards will be entertained.
- c. HP India Sales Pvt. Ltd. reserves the right to terminate, modify or extend the Campaign and/or deletion or addition of any of the terms and conditions of the Promo, at any time at its absolute

discretion, without advance notice and / or assigning any reason thereof. All decisions of HP India Sales Pvt. Ltd. in respect of the Campaign and the prizes therein will be final, binding and conclusive.

3. Eligibility:

- a. The Campaign will be open to all Residents of India with the exception of employees of HP India Sales Pvt. Ltd. or Big City, their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), and our/ the Big City's affiliates, advisors, advertising/Campaign agencies are not eligible to enter or participate in the Campaign.
- b. This Campaign is open for all individuals who are eligible to enter into a contract under the laws of India and are of age eighteen (18) years and above on the date of participating in the Campaign.
- c. HP India Sales Pvt. Ltd. or its agency Big City will not be responsible for any NDNC (National Do Not Call) Registry regulation. Consumers who have won any Prizes under expressly the Campaign may be contacted by the Big City for collection of further details to ensure delivery of the Prize and such Prize shall only be dispatched if the necessary information as requested for by Big City have been provided. The participant shall be solely responsible for any errors in such information provided. You agree that for the purpose of processing any Prize, Big City may need to collect personal and/or sensitive personal information ("Personal Information") from the winning participant to ensure delivery of the relevant Prize. Such Personal Information shall only be used by Big City for the purpose of operating this Campaign exclusively and for no other purpose. Participants eligible for a Prize give their consent to the collection and processing of such Personal Information upon sending the SMS to the nominated number on the Product pack. In order to comply with applicable law, the names of the winners of any Prize under this Campaign shall be posted on www.hpcontest.in The winning participants expressly comply to this requirement to ensure compliance.

4. Prize:

- a. During the Campaign Period of 75 Days 1003 winners will be chosen to receive rewards on the basis of the quality and uniqueness of their entries.
 - i. Trip for 2 to USA Space center – 3 (3 highest rated entries from the entire campaign)
 - ii. Amazon Echo Dot – 1000 Qty (1st 100 valid entries per week for 10 weeks)

5. Contacting Winners:

- a. Once the Winners are selected, Premier Sales Promotion Pvt. Ltd. shall dispatch prizes to the winners after the verification procedures are completed.
- b. In the event the shortlisted winner's number is busy, unreachable, or he/she does not attend the call, two (2) more attempts will be made to reach the Participant on that day and/or the next day. If even on the third attempt, the Participant does not attend the call, or is unreachable, the Participant's participation in the Campaign comes to an end and the Participant's entry stands canceled and Participant becomes ineligible to receive the prize.
- c. In the event the shortlisted winner attends the call on either the second or third attempt, the procedure outlined in step (e) shall apply.

- d. In the event the main winner doesn't respond, a maximum of 2 additional winners will be attempted for this prize. If these winners also don't answer the calls, that prize will be forfeited.
- e. In case of a positive response from the shortlisted winner for the trip to USA, each such shortlisted winner will be required to send the following documents for verification purposes:
 - i. Copy of PAN card, Aadhar Card and Passport
- f. The documents requested are for verification and shall be used for verification only. This will be referred to as Participation Package for the. The completed Participation Package needs to be sent by email OR registered post with Acknowledgement Due to the address mentioned below or by courier so as to reach within 7 days of the call made by Agency to the selected winner: winner

HP Supplies – Space Center Campaign,

Premier Sales Promotions Pvt Ltd, 4th Floor, Mitra Towers, 10/4 Kasturba Road, Bangalore – 560001

- g. Upon receipt of the Participation Package, Partner Agency Big City shall scrutinize all documents. If all the documents and the wrapper submitted are in order and valid then be treated as a Confirmed Winner.
- h. No prize will be awarded if the information presented by the Participant(s) at the time of entering the Campaign is not factually correct.
- i. The cost and expenses of postage shall be borne by the participant himself. HP or the Partner Agency Big City shall not be responsible for any accident or mishap or loss of the Participation Package by the participant in transit. The responsibility of ensuring that the Participation Package reaches the address as directed by HP India Sales Pvt. Ltd. or its Partner Agency Big City lies solely with the Participants.
- j. No justification/explanation for non-receipt of the Participation Package or any missing documents shall be accepted.
- k. In the event of death of the Confirmed Winner, no claim from the nominee or his/her legal heirs of the Confirmed Winner shall be entertained for receiving the prize.

6. Terms and Conditions: Merchandise

- a. Premier Sales Promotions Pvt. Ltd, will ensure to supply product merchandise in good condition, However Premier Sales Promotions Pvt. Ltd. & HP India Sales Pvt. Ltd. shall not be liable/responsible for any defect in the product. The guarantee and warranty of the product shall be transferred, as received from the Manufacturer / Distributor.
- b. The operational part of the scheme like handling and distribution of Product, shall be managed by the Premier Sales Promotions Pvt. Ltd.
- c. Product will be delivered within 45 business days after the details have been confirmed by the concierge.
- d. Once the product is dispatched from the Premier Sales Promotions Pvt. Ltd. office, it shall not be liable for any in transit theft/damages to the product.

- e. Any complaints regarding the non-delivery of the product should be made within 7 days from the time of dispatch (intimated through E-mail/SMS) of the products by Premier Sales Promotions Pvt. Ltd. The customer will get an intimation via Email/SMS on the dispatch within 10 business days of the booking. After 7 days of intimation of dispatch, Premier Sales Promotions Pvt. Ltd. will not entertain requests pertaining to non-delivery of products.
- f. As a practice, courier companies try to deliver the product 2 times to the customer if at the first instance courier company couldn't reach the customer for various of reasons such as (not limiting to) not at home, phone switched off, change of delivery address, wrong address etc. If the product is returned in such cases, Premier Sales Promotions Pvt. Ltd. will not be liable to dispatch the product again.
- g. Any dispute arising out of or in connection with or as a result of the facility shall be subject to the exclusive jurisdiction of the courts of Gurgaon only.
- h. Product once delivered cannot be replaced under any circumstances.
- i. Premier Sales Promotions Pvt. Ltd. will offer product warranty in case it is offered by manufacturer/distributor and all claims towards warranty need to be taken up with the manufacturer/distributor directly.

7. General Conditions

- 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 Campaign 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.
- b. The decision of HP India Sales Pvt. Ltd. or its agency Big City, as regards the selection of winners and distribution of the prizes shall be final, subject only to HP India Sales Pvt. Ltd. 's approval. No correspondence or any other claims whatsoever, in this regard will be entertained.
- c. No queries, claims, dispute, complaints or grievances shall be entertained by HP India Sales Pvt. Ltd. and its agency Big City after 5 business days from the date of the closure of the Campaign.
- d. The prize cannot be exchanged and is not transferable and cannot be converted into cash.
- e. HP India Sales Pvt. Ltd. reserves the right to change, defer, alter or cancel this Campaign 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. Any decision of HP India Sales Pvt. Ltd. in this regard and in general with respect to this Campaign and the terms and conditions thereto shall be final, binding and conclusive.
- f. Nothing contained herein amounts to a commitment or representation by HP India Sales Pvt. Ltd. to conduct further Campaign.
- g. The decision of HP India Sales Pvt. Ltd. shall be final in all regards and no communication shall be entertained in this regard. None of the provisions of these terms and conditions shall be deemed to constitute a partnership or agency between any Participant and HP India Sales Pvt. Ltd. and the Participant shall not have the authority to bind HP India Sales Pvt. Ltd. in any manner whatsoever.
- h. HP India Sales Pvt. Ltd. or any of its respective officers/employees/directors shall not be responsible for delayed, lost, mutilated, corrupted or illegible documents etc.

- i. HP India Sales Pvt. Ltd. or its agency Big City shall not be liable to perform any of its/their respective obligations under the Campaign 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, or any other Force Majeure condition, etc., and shall not be liable to compensate the Participant in these circumstances.
- j. HP India Sales Pvt. Ltd. or its agency Big City shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Campaign due to any government restrictions.
- k. 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 HP India Sales Pvt. Ltd. or its agency Big City.
- l. HP India Sales Pvt. Ltd. or its agency Big City accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS, loss of internet connectivity, unique codes, documents, demand drafts, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. HP India Sales Pvt. Ltd. or its agency Big City shall not be liable for any consequences of user error including (without limitation) costs incurred.
- m. If a Participant is dissatisfied with the Campaign or the Campaign rules and/or any content or any requirements of the Campaign form, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Campaign.
- n. The operational part of the scheme such as delivery of Product shall be managed by Big City. However, product will be distributed through HP India Sales Pvt. Ltd. distributor/dealer.
- o. If a person chooses to access the Campaign 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.
- p. The participation in the Campaign is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.
- q. This prize cannot be treated as a cash equivalent under any circumstances or interpretation and the vendor shall under no circumstance exchange the voucher for cash.
- r. Validity of prize cannot be extended, OR new prize cannot be provided against the prizes.
- s. This prize is not transferable.
- t. The agency Big City shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and HP India Sales Pvt. Ltd. and/or its associates, affiliates and/or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the product and service liabilities) for deficiency and/or defect of any product/service and/or the prize or for any kind of consequential damages/ loss, in any manner whatsoever.
- u. This Campaign is available only to qualifying HP India Sales Pvt. Ltd. Participants only.
- v. The prize will be dispatched within 45 business days post completion of verification of the winner.

- w. Only Indian Nationals holding valid PAN CARD, AADHAR CARD ASSPORT or VOTER ID CARD for verification purpose shall be entitled to participate under this Campaign.
- x. All additional taxes that may be incurred in the redemption of the prize will be borne by the Participant.
- y. If any of the Prizes involve further formalities to be complied with, such as obtaining a registration with other bodies/third parties, submission of additional documents and information (depending upon the nature of the Prize) for example, registration and insurance requirement for vehicles, availing of or receiving the Prize shall be conditional **strictly** upon completing all the necessary formalities and procedures with such authorities/government bodies/ third parties etc., as the case may be. HP or Big City shall not be held liable for any such procedures or processes and the participant would have to individually satisfy all relevant and applicable conditions. Apart from awarding the Prize to the winner participant HP or the Big City shall not be held liable or responsible in any manner whatsoever towards the enjoyment of the Prize or receiving or taking delivery or availing the relevant Prize.
- z. Any additional costs to be incurred due to natural calamities, political disturbance, accidents or any unforeseen circumstances shall not be borne by HP India Sales Pvt. Ltd. or Big City.
- aa. Gift Tax as per prevailing rate on prizes worth more than Rs.10,000/- will be borne by the HP India Sales Pvt. Ltd.
- bb. The participation in the Campaign is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.
- cc. To participate in this Campaign, regular call and message rates apply.
- dd. To participate in this Campaign, standard fair usage policy and usage norms set by the respective telecom operator apply.
- ee. The offer is non-transferable, non-assignable and cannot be sold, or redeemed for cash. There is no cash alternative to this offer and all reservations are strictly subject to promotional availability.
- ff. Except in the case of fraud, Big City, its agents and distributors cannot be held responsible for the information supplied by the airline including any information on their websites.

8. Release and Limitations of Liability:

- a. HP India Sales Pvt. Ltd. and the agency Big City shall under no circumstances be liable, whether jointly or severally, for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of acceptance of any prize.
- b. By entering the Campaign, the Participant hereby releases from and agrees to indemnify HP India Sales Pvt. Ltd., and/ or any of its respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the prize or participation in the Campaign including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
- c. HP India Sales Pvt. Ltd. and the agency Big City accept no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself, agency Big City or third parties in relation to the prizes.

- d. The Participant shall be solely responsible for any consequences which may arise due to his/her participation in the Campaign by conducting an illegal act. Participant also undertakes to indemnify the agency and HP India Sales Pvt. Ltd. and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by HP India Sales Pvt. Ltd. or the agency Big City on account of such act on the part of the Participant.
- e. In consideration of HP India Sales Pvt. Ltd. allowing the Participant/s to take part in the Campaign, to the maximum extent permitted by law, the Participant/s waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against HP India Sales Pvt. Ltd., its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the Campaign or related to the Campaign or the prize of the Campaign.

9. Dispute:

- a. The courts of competent jurisdiction at Mumbai shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Campaign. Participation in the Campaign is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including (without limitation) this clause.

Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participants and/or HP India Sales Pvt. Ltd. and/or Partners of this Campaign, shall be governed and construed in accordance with the laws of the Republic of India.