

## TERMS & CONDITIONS FOR MILK BIKIS ADENGAPPA ACTIVATION

### 1. SCOPE OF THE ACTIVATION

- 1.1 The “Milk BIKIS Adengappa Activation” is a consumer Activation sponsored and organized by Britannia Industries Ltd.
- 1.2 The Activation is applicable for certain Milk BIKIS brand of biscuits wherein the participant shall participate by getting a pack of the Product and follow the instructions as per the Terms provided hereinbelow.
- 1.3 These terms and conditions apply to the Activation and aspects thereof. By participating in the Activation, the Participants fully and unconditionally agree to and accept these Terms and Conditions which are available on [www.milkbikis.com/T&Cs](http://www.milkbikis.com/T&Cs).
- 1.4 These Terms and Conditions are subject to our Privacy Policy which can be accessed at [www.britannia.co.in](http://www.britannia.co.in).

### 2. DEFINITIONS:

- 2.1 “**Agency**” shall mean Talented.Agency
- 2.2 “**Activation**” shall mean this Activation
- 2.3 “**Activation Period**” shall mean the period of the Activation defined hereunder
- 2.4 “**Customer**”(s) shall mean any person who purchases the Product
- 2.5 “**Participant**”(s) shall mean any Customer entering the Activation upon fulfilling the Eligibility Criteria (as defined hereunder) and take part in the Activation, as per the mode of participation as provided hereunder.
- 2.6 “**Terms & Conditions**” shall mean these Terms and Conditions for the Activation
- 2.7 “**Britannia**” or “**Promoter**” shall mean Britannia Industries Limited who is conducting and promoting this Activation. Further, the term “Britannia” shall mean and include its group Companies, Affiliates, Subsidiaries, Joint Ventures and Assignees.
- 2.8 “**Product**” shall mean the below range of Britannia Milk BIKIS biscuits:

1. Milk Bikis Regular Rs. 10/- 66.8g
2. Milk Bikis Regular Rs. 15/- 100g
3. Milk Bikis Regular Rs. 35/- 150g + 28g = 178g
4. Milk Bikis Rs. 32/- 160g + 25g = 185g
5. Milk Bikis Regular Rs. 55/- 300g + 60g = 360g
6. Milk Bikis Regular Rs. 90/- 500g (MT Pack)

*Explanation:* The terms and conditions herein applicable for Participants at all times.

### **3. PROMOTION PERIOD**

- 3.1 The Activation will be valid from 10<sup>th</sup> July 2024\_ to 30<sup>th</sup> September 2024 (“**Activation Period**”). Britannia reserves the right to cancel/amend/extend the Activation Period without giving any notice or intimation. Non-promo packs might also be available in the market during this time.
- 3.2 No requests or questions shall be entertained regarding extending or amending the Activation Period in any manner.
- 3.3 Entries coming outside the Activation period will not be eligible for the Activation.

### **4. TERRITORY & APPLICABLE LAWS**

- 4.1 Subject to other criteria and conditions stated in the terms of the Activation, the Activation will be open to all residents of India.
- 4.2 The Activation is subject to all applicable central, state and local laws and regulations.

### **5. ELIGIBILITY TO PARTICIPATE**

- 5.1 This Activation will be open to every individual residing in India.
- 5.2 Participant should not be facing any criminal/civil or any other legal proceedings which may prejudice the participation in the Campaign in any way.
- 5.3 Participant agrees to share their mobile number to Britannia/ Agency, as applicable (if not previously shared) for written/ verbal communications from Britannia/ Agency, as applicable with regard to the Activation. Participants who do not have a valid mobile number will not be eligible to participate in the Activation.

5.4 Britannia/ Agency reserves the right to exclude any person from participating the Activation on grounds of misconduct, misrepresentation, coercion, fraud, deceit or for any other reasons, as it may deem fit and proper. No communication in this regard from the Participant or his representatives shall be entertained by Britannia/ Agency.

## **6. HOW TO PARTICIPATE**

6.1 In order to participate in this Activation, **Participants** have to

- i. Purchase the Product;
- ii. Scan the QR Code appearing on the Product pack;
- iii. Give access to camera & gallery to proceed
- iv. Enter Name, Phone number and other relevant details;
- v. Scan the machine code printed on back of purchased product
- vi. Scan any object to generate a story about the object.

Please note that only one story can be generated with one Product.

## **7. BENEFIT**

This Activation doesn't offer any monetary or material benefits to the User but only offers an experience of generating stories with the help of AI.

7.1 The images of the activation campaign as depicted on the ads/posters/pack shots etc. are indicative only and the actual images on the AI generated stories, made available to the Customer may vary.

7.2 The experience of generating the stories with AI is free of cost and the Participant is not required to send any money or share any Bank or Card details with the Company. Any money or monetary details shared by the Participant shall not be the responsibility of Britannia/ Agency.

## **8. RIGHT TO USE DATA COLLECTED AS PART OF THE ACTIVATION**

8.1 The Participant/s provides express consent and hereby undertakes to irrevocably and unconditionally permit Britannia/ Agency to cover/ promote the Activation through various media including newspapers, radio, television, news channels, internet, point of sale materials, digital media etc., and shall not raise any objection or make, protest or demur to such coverage/ promotion.

8.2 Each Participant understands and agrees that their entries, including their names/ images may be used by Britannia/ Agency for reasonable purposes. All the rights including but not limited to the intellectual property rights, copyrights and all other allied, ancillary and subsidiary rights in the entry/ies shall vest with Britannia/ Agency absolutely for perpetuity, throughout the world.

8.3 Britannia/ Agency will collect Participant's personal information such as official name, including any alias, phone number, email ID, permissions to the app to access camera and gallery of the Participant in order to conduct the Activation. If the said information is not provided, Participant understands that the participation of such Participant would be as per the sole discretion of Britannia/ Agency.

8.4 By entering the Activation, unless otherwise advised, each Participant also agree that Britannia/ Agency or its affiliates may use such personal information, or disclose it to other organizations for use in any media for future promotional, marketing and publicity purposes. Participant understand that Britannia/ Agency is not liable to acknowledge/ give credits, provide further reference, or payment or such other compensation or recognition to the Participant. Participants' personal information may be disclosed to statutory authorities, if required.

## **9. EXTENT OF LIABILITY/ OBLIGATION OF BRITANNIA AND AGENCY**

9.1 Britannia/ Agency shall not be responsible if the Participants are not able to receive AI generated stories due to any technical issues, either at the Customer's end or at Britannia/Agency's end.

9.2 Britannia/ Agency shall not be responsible for (including but not limited to):

- i. Any lost, late, or misdirected computer transmission or network, electronic failures, or any kind of any failure to receive entries owing to transmission failures or due to any technical or any other reason;
- ii. If the Participant has registered himself to the DND of the telecom provider/ the Participant has registered with National Do Not Call Registry – Any failure by reason thereof.
- iii. Other conditions beyond the control of Britannia/ Agency, including Force Majeure.

9.3 Even if the Participants are registered under NDNC, DND (Do Not Disturb), or under any other similar regulation, Britannia/ Agency or its Agency will still have all the authority to call the Participant. Participants agree to receive communications related to the Activation and expressly waives of any right/ privilege, by virtue of them having voluntarily participated in the Activation.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all responses received shall vest solely and exclusively with Britannia at all times. Britannia or any person or entity permitted by Britannia shall be entitled to use the responses received or any information in connection with the Participant's entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or consideration to the Participant.

10.2 All material submitted in connection with the Activation (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 Britannia upon submission and become the property of Britannia exclusively. Britannia may use the material in any medium in any reasonable manner it sees fit. Copyright in any shall be deemed to have been assigned to Britannia and such material shall remain the sole property of Britannia.

## **11. CUSTOMER CARE/ HELPLINE**

For any queries pertaining to this Activation, Participants may visit [www.milkbikis.com/T&Cs](http://www.milkbikis.com/T&Cs) ("Activation Website")

## **12. GENERAL TERMS AND CONDITIONS**

- Competency**
- 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 Activation 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.
- Queries & Disputes**
- B. No queries, claims, dispute, complaints or grievances shall be entertained by Britannia/ Agency after 30 days from the date of the closure of the Activation.
- Disqualification of entries**
- C. Any entry that is abusive or sexually explicit or disrespectful to any community/religion/place/person etc. will be disqualified and such act will be reported to the relevant authorities and appropriate action shall be taken against such Participant. No communication in this regard will be entertained.

- D. Failure to comply with any of these terms and conditions (including instructions) will disqualify the Participant from continuing to take part in the Activation and such Participant's participation will be invalid. Britannia/ Agency retains the sole discretion to refuse Participants the right to participate if it is of the opinion that these terms and conditions are not followed.
- E. The Participants undertake that he/ she shall not under any circumstances, engage in conduct which is fraudulent, misleading, deceptive, derogatory or defamatory or generally damaging the goodwill or reputation of the Activation/ Britannia/ Agency. The Britannia/ Agency reserves the right to disqualify any Participant or take such other action as it may deem fit, against such Participants who tamper or attempts to create an undue influence with the entry process or submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Britannia/ Agency, engaged in conduct which is fraudulent, misleading, deceptive, derogatory or defamatory or generally damaging the goodwill or reputation of the Activation / Britannia/ Agency/ Celebrities associated in connection therewith.

#### **Amendment Rights**

- F. Britannia/ Agency reserves the right to change, defer, alter, extend or cancel/terminate this Activation 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. Britannia/ Agency may also amend the type of Activation, submission mechanism, eligibility criteria, term of the Activation. Britannia/ Agency reserves the right to amend, temporarily suspend or withdraw the Activation in its absolute discretion provided that Britannia/ Agency shall not exercise this right unreasonably. All decisions of Britannia/ Agency in respect of the Activation will be final, binding and conclusive.

#### **Liability of Britannia/ Agency**

- G. Britannia/ Agency shall not be liable to perform any of its/their respective obligations under the Activation 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, epidemic, pandemic, quarantine or any other Force Majeure condition, etc., and shall not be liable to compensate or pay damages to the Participant in these circumstances.
- H. Britannia/ Agency shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Activation due to any law and order situation or government restrictions/ judicial pronouncements.
- I. Britannia/ Agency shall not be liable to award/compensate/exchange or in any manner pay or Activation in case they fail to provide the AI generated stories under this Activation due to any cause beyond their reasonable control or foresight, including but not limited to: act of god,

insurrection or civil disorder, religious strife, war or military operations, terrorist act, partial or total strikes, either internal or external, lock-out, epidemic, blockage of means of transport or of supplies, national or local emergency, earthquake, fire, storm, flood, water damage, governmental, regulatory or legal restrictions, pandemic/epidemic, area being unserviceable by Premium Courier or Postal Services, Or act or omissions of persons for whom Britannia/ Agency is not responsible.

- J. Britannia/ Agency accept no liability, whether jointly or severally, for any errors or omissions, in relation to the Activation. The Participant shall be solely responsible for any consequences which may arise from his/her participation in the Activation. Participant also undertakes to indemnify Britannia/ Agency and its officers, directors, employees, representatives and agents, on the happening of such illegal acts committed by the Participant.
- K. Britannia/ Agency shall not be responsible for late, falsified, delayed, incomplete or destroyed entries and all such entries are void and may be disqualified at any time. Britannia/ Agency does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, lost delayed or garbled data or transmissions, omissions, interruptions, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. Entry materials/ data that have been tampered with or altered are void.
- L. Britannia/ Agency is not liable for any problems, errors, or negligence that may arise or occur in connection with this Activation, including but not limited to, any damage to the Participant's computer or other technical device, or software, as a result of the Participant's participation in this Activation. Britannia/ Agency shall not be liable in any way for any failure or breach by any party in connection with this Activation and accepts no responsibility for any loss suffered by a participant arising from this Activation.
- M. 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 Britannia/ Agency.

#### **Compliance with local laws**

- N. If a person chooses to access the Activation 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 over and above laws applicable in India. Britannia/ Agency shall not be responsible for Participant's compliance with any local laws (including tax laws) outside India.
- O. By participating in this Activation, each Participant has specifically and voluntarily waived off any right or privilege, with respect to the management, processing, retention of information provided in connection with this Activation.

### **Acceptance of TnC**

- P. The participation in the Activation is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.

### **Confidentiality & Publicity**

- Q. The entry, comments of Participants if any or any other materials sent to Britannia/ Agency including feedback and other communications of any kind shall be deemed to be non-confidential. Britannia/ Agency is free to reproduce, distribute and publicly display such feedback and entries received towards this Activation without limitations or obligation of any kind. Britannia/ Agency is also free to use any ideas, concepts, know-how or techniques contained in such feedback for any purpose. Britannia/ Agency reserves the right to analyse and summarize data that is collected and also reserves the right to publish, distribute, share summaries of the data collected with sponsors or other business partners without limitations or obligations of any kind subject to applicable laws.

### **Indemnity**

- R. By entering this Activation, Participants agree to hold harmless Britannia/ Agency, and its officers, directors, employees, representatives and agents, against any and all liability, damages or causes of action (however named or described) with respect to or arising out of: (i) Participant's participation in the Activation; (ii) the process; (iii) the administration of the Activation; (iv) the quality, warranty, functioning or anything relating to the Activation. Participants hereby release, waive and discharge any and all claims of damage, loss or causes of action (including negligence) including but not limited to loss or damage to person or property which the Participant and his/her representatives or assignees may have, suffer or which may hereinafter accrue to the Participant or as a result of the Participant's participation in the Activation or use of the subscription.

### **Severability**

- S. If any provision of these terms and conditions is challenged/ found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. Indian laws shall be exclusively applicable to any and all disputes arising out of or in connection with the Activation or these terms and conditions.

### **Discretion**

- T. The interpretation and implementation of the Terms and Conditions shall be at the sole discretion of Britannia/ Agency. The decisions of Britannia / Agency with respect to aspects of the Activation shall be final and binding, and not subject to challenge or appeal.

### **Applicable law and dispute resolution**



U. These Terms shall be governed by and construed in accordance with the applicable laws in India. Any dispute including any dispute arising out of all matters with respect to this Activation shall be subject to the exclusive jurisdiction of the Courts in Bangalore, India. All the disputes/complaints/queries, if any, shall be entertained only within one month of the Activation getting over and be directed to Agency @ Talented.Agency.