

Description	Terms and Conditions - "Good Day Make Happy Punjhappy" [PAN INDIA]
Contest Details, Concept and Participation	<p>These terms and conditions apply to the Britannia Industries Ltd "Good Day Make Happy Punjhappy" activation programme for consumers (hereinafter referred to as "Contest") sponsored and launched by Britannia Industries Ltd (hereinafter referred to as "BIL") wherein consumers can participate by giving a missed call (to 1800 103 7788).</p> <p>The contest is valid only in India from 12 am of 7th May 2015 to 12 pm of 5th June 2014 except for the MEGA PRIZE (herein after referred as "Contest Period"). For the MEGA PRIZE the Contest period will be considered as 12 am of 7th May 2015 to 12 pm of 15th May 2014 (herein after referred as "Mega Prize Contest Period").</p> <p>During the Contest Period DAILY PRIZES will be awarded to winners who will be selected on each day of the Contest, and each shortlisted Participant will be eligible to win a Kings XI Punjab (Here in after referred as "KXIP") Merchandise. Five (5) MEGA PRIZE WINNERS will be selected from the valid entries received during the Mega Prize Contest Period, who will stand a chance to meet and greet with KXIP players at Chandigarh</p> <p>The Contest is subject to all applicable central, state and local laws and regulations.</p> <p>Consumers participating or seeking to participate in the Contest shall individually be referred to as "Participant" and collectively as "Participants".</p>
Agreement to Terms and Conditions	<p>(i) By participating in this contest through the missed call route, Participants fully and unconditionally agree to and accept these Terms and Conditions available on www.punjhappy.com ("Contest Website") as well as the decisions of BIL, which are final and binding in all matters related to the Contest. Successfully entering the Contest and winning a prize is subject to all requirements set forth herein.</p> <p>(ii) BIL reserves the right to exclude any person from the contest on grounds of misconduct or criminal record.</p> <p>(iii) BIL reserves the right to terminate, modify or extend the Contest, at any time at its absolute discretion, without assigning any reason. All decisions of BIL in respect of the Contest and the prizes therein will be final and binding.</p>
Eligibility	<p>(i) This Contest will be open to residents of India with the exception of employees, their immediate family members, agents, distributors, retailers and any other channel partner of BIL</p> <p>(ii) People below 18 years shall be allowed to participate with their parents or guardians providing the necessary documentation on behalf of the minor. In such a case, the parent (s) or legal guardian of the minor may redeem the prize at his / her own cost and shall execute the documents as required</p> <p>(iii) In order to be eligible for the MEGA PRIZE, the Participant must have a valid PAN</p>

	<p>(Permanent Account Number) Card</p> <p>(iv) In order to be eligible for the daily prizes, all shortlisted Participants will be required to have valid address</p> <p>(v) BIL or its Agency will not be responsible for any NDNC (National Do Not Call) Registry regulation that will come into play. All Participants who participate will agree as per the terms and conditions that even if they are registered under NDNC, DND (Do Not Disturb), BIL or its Agency will have all the authority to call such shortlisted Participants by virtue of them having voluntarily participated in the Contest.</p>														
<p>Contest Period and Contest Timings</p>	<p>(i) The contest will commence from 12 am of 7th May 2014 to 12 pm of 5th June 2014 and for the MEGA PRIZE alone the Contest period will be considered as 12 am of 7th May 2014 to 12 pm of 15th May 2014.</p> <p>(ii) The Participants can make an entry any time during the Contest Period but the daily winner generation will be for the entries received on every day midnight (12 am) to previous day midnight (12pm) (here in after referred as “Contest Timings”).</p> <p>(iii) Time of participation will be defined as the time at which the entry is received through missed call mode of participation at BIL computer.</p> <p>(iv) Entries coming outside the Contest Period i.e. any time after 12pm of 5th June 2014 will not be considered for winner selection.</p>														
<p>Number of Winners and Prizes</p>	<p>(i) Daily Prizes - Participants will be chosen each day between midnight of previous day to midnight of current day (12 am to 12 pm) during the Contest Period. Below is the prize pyramid. Participants will be chosen through a computerized random selection by BIL/ the Agency appointed by BIL.</p> <table border="1" data-bbox="402 1262 1360 1518"> <thead> <tr> <th>Item</th> <th>Units</th> </tr> </thead> <tbody> <tr> <td>Autographed Kit</td> <td>3 per day</td> </tr> <tr> <td>Autographed Sling bags</td> <td>6 per day</td> </tr> <tr> <td>Autographed Caps</td> <td>5 per day</td> </tr> <tr> <td>Match tickets to matches in Mohali</td> <td>Total 10 tickets per match for 3 matches dated 21st, 23rd & 25th May 2014.</td> </tr> <tr> <td>Personally autographed bat</td> <td>Total 5 units</td> </tr> <tr> <td>Meet & greet with KXIP players</td> <td>10</td> </tr> </tbody> </table> <p>(ii) MEGA PRIZE - Five participants will be selected as MEGA PRIZE WINNERS from the pool of valid entries received during the Mega Prize Contest period. The Mega Prize Winners will stand a chance to meet and greet with KXIP players at Chandigarh. The Winners can be accompanied by one person they choose. Since the schedule of the team does not permit flexibility in terms of the meet & greet date, entries received after 12 pm on 15th May 2014 will not be eligible for participation. However the contest period will continue for the other prizes till 12pm of 5th June 2014.</p> <p>(iii) Details on the Winner Selection are mentioned under the Clause of Winner</p>	Item	Units	Autographed Kit	3 per day	Autographed Sling bags	6 per day	Autographed Caps	5 per day	Match tickets to matches in Mohali	Total 10 tickets per match for 3 matches dated 21 st , 23 rd & 25 th May 2014.	Personally autographed bat	Total 5 units	Meet & greet with KXIP players	10
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<p>How to Apply</p>	<p>To participate in the Contest, consumers have to give missed call on 1800 103 7788 and follow the instructions to complete the participation:</p> <p>The Missed call</p> <ul style="list-style-type: none"> (i) As a first step, Participants are required to give missed call to 1800 103 7788 from any GSM or CDMA mobile phone (ii) Once Participant give missed call to 1800 103 7788, in response to that missed call, the Participant will receive an OBD call. There will be a question asked with 4 options. Participant has to select any one option as answer to complete his participation in the contest. (iii) Question and answer to Participate will keep on changing on daily basis throughout the contest duration. (iv) After completion of OBD, Participants participating through mobile phone will get SMS wrt to the contest. (v) If Participant answer to the question is correct then it will be considered as valid entry and Participant will stand a chance to be declared as a winner of that day for daily prizes subject to further scrutiny/verification to be done by the Agency Appointed by BIL as mentioned below. (vi) If Participant's answer to the question is wrong then it will not be considered as a valid entry and the Participant will not stand a chance to be declared as a winner for daily prizes or Mega prize. (vii) If Participant does not answer any question then it will not be considered as valid entry and participant will not stand a chance to be declared as a winner for daily prizes or Mega prize. (viii) Participant giving a missed call for participating doesn't ensure or guarantee the participation. Due to technical or non-technical reasons the missed call may not be considered as an entry for participation. The Agency or BIL will not be liable for the same. (ix) If the Missed call is given from a Landline in India/or any landline or mobile number outside India the missed call will not be treated as a valid entry and/or the Participant will not get SMS after OBD.
<p>Winner Selection</p>	<ul style="list-style-type: none"> (i) A draw through random selection will be conducted every day as per below (ii) Winner for 1st day will be selected on the next day from the pool of valid entries (Valid entries means entries received between 00:00:01 to 22:59:59 of that day) received during the first day. For example; Winner of 27th April will be selected on 28th April from Pool of valid entries received on 27th April between 00:00:01 to 22:59:59. Winner of 28th April will be selected on 29th April from the pool of valid entries of 28th April between 00:00:01 to 22:59:59. (iii) The same process will be followed for winner selection of daily winner

	<p>throughout contest duration</p> <p>(iv) Five participants will be selected as MEGA PRIZE WINNERS from the valid entries received during the Mega Prize Contest period. The Mega Prize Winners will stand a chance to meet and greet with KXIP players at Chandigarh. The Winners can be accompanied by one person they choose.</p>
Contacting Winners	<p>DAILY PRIZES</p> <p>(i) Once the Participants are shortlisted, the Agency appointed by BIL shall call on the number from which missed call has been given.</p> <p>(ii) In the event the shortlisted Participant'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 Contest comes to an end and the Participant's entry stands canceled and Participant becomes ineligible to receive any prize.</p> <p>(iii) In the event the shortlisted Participant attends the call on either the second or third attempt, the procedure outlined in step (v) shall apply.</p> <p>(iv) If any shortlisted Participant remains unreachable on the third attempt or is not interested in continuing in the Contest or is otherwise ineligible to participate, the Agency shall conduct up to two (2) more random selections to shortlist a Participant. If even after a third random selection, no winner is selected, no prize shall be declared in respect of that particular day of the Contest.</p> <p>(v) In case of positive response the shortlisted participant of daily prize winner, Agency will take down details like Name, address etc...and will dispatch the prize</p> <p>(vi) The prize will be dispatched to the Confirmed Winners after the above formalities are successfully completed.</p> <p>(vii) No prize will be awarded if the information presented by the Participant(s) at the time of entering the Contest is not factually correct.</p> <p>MEGA PRIZE</p> <p>The Process for contacting Winners will be same as described in (i) to (iv) for contacting MEGA Prize Winners also.</p> <p>In case of positive response the shortlisted participant of Mega Prize Winners, Agency will take down details like Name, address and contact number.</p>
Courier Requirements	<p>Stipulations of the courier service -</p> <p>(i) Prizes will be dispatched to the Confirmed Winners via Courier</p>

	<ul style="list-style-type: none"> (ii) The courier, whilst carrying the prize for the winner, will carry an acknowledgement receipt (POD). (iii) The courier shall ask the Confirmed Winner to sign the acknowledgement receipt (POD) as a proof of receipt of the prize, without which the prize will not be handed over to the winner. (iv) If the Confirmed Winner or the family member of the winner present at the address does not cooperate as per the requirements mentioned herein with the courier, the prize will not be given to the Confirmed Winner and the prize will stand forfeited. (v) The courier shall collect signed POD from the winner. (vi) The prize will be given to the Confirmed Winner or an authorized family member of the Confirmed Winner (in the event the Confirmed Winner is not available at the designated address) (vii) If the Confirmed Winner is not available at the given address, the courier will make 2 more attempts to deliver the prize. If still unsuccessful, the courier shall make no further attempts to deliver the prize. The Confirmed Winner shall be responsible to pick-up the prize from either the courier or Agency office, based on where the prize is deposited at the time of collection. The Confirmed Winner agrees to bear all costs and expenses in relation to collection of prize from the courier or BIL's Agency's office (as designated by BIL or its Agency). (viii) If the winner fails to pick up the prize from the courier or Agency office within a week of informing him / her, the prize will not be given to the Confirmed Winner and the prize will stand forfeited.
Publicity	<ul style="list-style-type: none"> (i) The Participant/s undertake and irrevocably and unconditionally permit BIL to cover the Contest through various media including newspapers, radio television news channels, internet, point of sale materials, etc., and shall not raise any objection, protest or demur to such coverage or in this regard. (ii) The winners must, at the request of BIL, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to BIL using their name and image in promotional material.
Intellectual Property	<ul style="list-style-type: none"> (i) 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 BIL at all times. BIL or any person or entity permitted by BIL in this regard shall be entitled to use the responses received or any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the Participant. (ii) All material submitted in connection with the Contest (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video

	<p>and/or film footage and/or audio recording taken of Participants are assigned to BIL upon submission and become the property of BIL exclusively. BIL may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of BIL.</p>
<p>General Conditions</p>	<ul style="list-style-type: none"> <li data-bbox="402 365 1432 533">(i) 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 Contest 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. <li data-bbox="402 569 1349 701">(ii) The decision of BIL or its Agency, as regards the selection of winners and distribution of the prizes shall be final, subject only to BIL's approval. No correspondence or any other claims whatsoever, in this regard will be entertained. <li data-bbox="402 737 1438 800">(iii) The prize cannot be exchanged, and is not transferable and cannot be converted into cash. <li data-bbox="402 835 1419 1108">(iv) The Agency shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and BIL 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. If any Participant has any grievance with respect to the prize, he/she may directly contact the manufacturer. <li data-bbox="402 1144 1425 1346">(v) BIL reserves the right to change, defer, alter or cancel this Contest 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 BIL in this regard and in general with respect to this Contest and the terms and conditions thereto shall be final, binding and non-contestable. <li data-bbox="402 1381 1425 1444">(vi) Nothing contained herein amounts to a commitment or representation by BIL to conduct further Contests. <li data-bbox="402 1480 1432 1648">(vii) The decision of BIL 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 BIL and the Participant shall not have the authority to bind BIL in any manner whatsoever <li data-bbox="402 1684 1438 1787">(viii) BIL or any of its respective officers/employees/directors shall not be responsible for delayed, lost, mutilated, corrupted or illegible documents and / or photocopies of Good Day wrappers, etc. <li data-bbox="402 1822 1425 1875">(ix) BIL or its Agency shall not be liable to perform any of its/their respective obligations under the Contest or in respect of the prize where it is unable to do

	<p>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. BIL shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Contest due to any government restrictions.</p> <p>(x) 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 BIL or its Agency.</p> <p>(xi) BIL 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. BIL shall not be liable for any consequences of user error including (without limitation) costs incurred.</p> <p>(xii) Proof of missed call is not proof of receipt of the Missed call entry</p> <p>(xiii) If a Participant is dissatisfied with the Contest or the Contest rules and/or any content or any requirements of the Contest form, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Contest.</p> <p>(xiv) If a person chooses to access the Contest 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>
<p>Release and Limitations of Liability</p>	<p>(i) BIL 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.</p> <p>(ii) By entering the Contest the Participant hereby releases from and agrees to indemnify BIL, 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 Contest 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.</p> <p>(iii) BIL accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself, Agency or third parties in relation to the prizes.</p> <p>(iv) The Participant shall be solely responsible for any consequences which may arise due to his/her participation in the Contest by conducting an illegal act. Participant also undertakes to indemnify BIL and/or the Agency and their respective officers, directors, employees and agents on the happening of such</p>

	<p>an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by BIL or the Agency on account of such act on the part of the Participant.</p> <p>(v) In consideration of BIL allowing the Participant/s to take part in the Contest, 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 BIL, 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 Contest or related to the Contest or the prize of the Contest.</p>
Dispute	<p>(i) The courts of competent jurisdiction at Bangalore shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Contest. Participation in the Contest is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including (without limitation) this clause.</p> <p>(ii) 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 BIL and/or Partners of this Contest, shall be governed and construed in accordance with the laws of the Republic of India.</p>