

T&C - #FindTheWord

PayU

The promoter of this Contest is PayU, having its registered office at (Bestech Business Tower, 9th Floor, Sohna Rd, Tatvam Villas, Dhani, Sector 48, Gurugram, Haryana 122004), India. Please read the terms and conditions given here, before participating in the Contest.

By taking part in PayU's #FindTheWord contest on Facebook, Twitter, and LinkedIn the participant acknowledges that he/she hereby willingly opts to participate in this contest at his/her sole discretion and conscience. Before beginning to participate in the contest, the participant accepts and agrees that he/she has read, understood, and accepted the terms and conditions, and is legally bound by these terms and conditions mentioned herein.

Terms & Conditions of the contest:

1. The contest shall be valid only from 10th November – 12th November 2020.
2. Contest Duration: 48 Hours
 - 2.1 The contest shall be held on Facebook, Twitter, and LinkedIn.
 - 2.2 The Contest shall be open to entries at 1:30 PM on 10th November 2020 and shall conclude at 1.30 PM on 12th November 2020.
 - 2.3 Any entry post 1:30 PM of 12th November 2020, will not be entertained and summarily rejected.
3. **Eligibility:** Any resident citizen of India of adult age can participate in this Contest. Officers and employees of PayU and agencies associated with PayU, and their immediate family members (including but not limited to the parents, brothers/sisters, spouse, children) are not eligible to participate in the Contest.
4. The participants shall not be in violation of any laws and regulations in force and agree to abide by these Terms and Conditions.
5. To take part in this Contest, a person has to visit the official Contest on Facebook, Twitter and LinkedIn to accept the terms and conditions.
6. Participants should be registered users of Instagram, Facebook and Twitter. They should follow PayU India (@PayU.India) on Facebook, (@PayUIndia) Twitter & PayU on LinkedIn to submit their answers in response to the published contest posts. Participants should mandatorily use the hashtag # & tag "@" with his/her. Without the above-mentioned hashtag & tagging of official PayU, India entry will be disqualified.
7. The winner agrees to share his/ her relevant details with PayU for the purpose of this Contest.
8. The participants agree that they are sharing their personal information out of their own free will and shall not hold any member of PayU responsible for any misuse or any other use of the information whatsoever.
9. The Contest will be carried out for the audiences pan India.
10. PayU will be selecting only **09** winners for this Contest.
11. Top entries from the 3 platforms will be selected basis the quality of response (100% correct replies) and usage of the correct hashtags and tags.
12. PayU shall not be responsible for any entries not received and PayU shall be the sole authority to decide the validity of an entry.
13. PayU undertakes no responsibility whatsoever for any prize details supplied to any participant by any third party connected with this Contest.
14. The Contest mechanism is as follows:

- a. The winner will be contacted through DM on Facebook, LinkedIn or Twitter within 30 days of the closing date of the Contest.
 - b. Valid address along with their contact details have to be provided by the winner through DM for the PayU team to send the gratification of the contest.
 - c. Selection of the winners will be done by PayU and/or its associates and shall be final & binding on all participants.
 - d. Any participant found to be manipulating or forging the results through unlawful or unethical means shall be disqualified.
 - e. The winners shall announce it on Social Media once they receive their prize/ reward.
 - f. The name of the winner would be declared on Facebook, Instagram, LinkedIn and Twitter handles of PayU. Upon announcement of the winner, the winner will be required to provide his/her acceptance/rejection of the prize within **72 hours** through a message on the official page, on receiving information about his/her winning the Contest. Failure of the winner to communicate the acceptance or rejection within the time frame entitles PayU to disqualify the winner and replace them with another eligible participant.
 - g. The Prize details will be emailed to the winner by PayU. The Prize will be given only to the winner in whose name the entry has been made. The Prize shall not be transferable/redeemable for anything in cash or kind.
- 15.** If a participant has won the Contest but does not wish to take the Prize, PayU will not alter in whole or any part of the Prize. Under no circumstances can any portion of the Prize be converted into cash whether by way of refund or otherwise. The Prize cannot be exchanged for money / any other product(s).
- 16.** The participants agree to abide by these Terms and Conditions. The Prize will be awarded only after all data has been calculated as being eligible for the Prize.
- 17.** PayU reserves the right at any time to amend / add / remove / modify (in whole or part) any of the Terms & Conditions of this Contest, its mechanics, make changes to the rewards on offer as part of the Contest or to replace, wholly or in part, this Contest by another Contest, whether similar to this Contest or not, or to withdraw it altogether, and PayU decision in this regard shall be final.
- 18.** PayU reserves the right, at any stage, to disqualify any participant/ entry without notice to the participant, including but not limited to, if PayU believes in its sole and unfettered discretion that such participant violates any law or regulation for the time being in force, infringes upon any third party right in claiming the Prize under this Contest or otherwise does not comply with these Terms and Conditions. PayU's decision in this respect will be final and binding on the participants.
- 19.** PayU reserves the right to terminate, modify or extend this Contest, at any time at its absolute discretion, without assigning any reason. The decision of PayU will be final and binding regarding this Contest and prizes. PayU reserves the right to alter the Contest, add or remove the products without any prior notice.
- 20.** All decisions of PayU regarding running /process/results of the Contest, data selection shall be final and binding on the participants under this Contest. No appeals and solicitations will be entertained in this regard.
- 21.** If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of PayU, including but not limited to technical difficulties, unauthorized intervention or fraud, PayU reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to invalidate any customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 22.** PayU reserves the right to alter the Contest, add or remove products from the Contest as per circumstances.
- 23.** PayU is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Contest or downloading of any materials related to this Contest or any other failure of any nature on part of PayU.

24. If for any reason this Contest is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes beyond the reasonable control of PayU which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, PayU reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest, subject to any written directions made under applicable State or Territory legislation.

25. Caution: Any attempt to deliberately damage the promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Contest may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, PayU reserves the right to seek damages to the fullest extent permitted by law. If PayU suffers loss or incurs any costs in connection with any breach of these Terms or any other legal obligation by a participant, the participant agrees to indemnify PayU for those losses, damages and costs.

26. Winners must comply with all the Terms & Conditions herein before claiming the Prize. PayU has the right to reject any claims that do not conform to the Terms & Conditions.

27. The participant(s)/ you shall bear all responsibility and liability for the Contest and PayU shall in no way be held responsible or liable for any non-compliance of the participant(s) of any of the conditions laid down under these Terms and Conditions.

28. The decision of PayU in deciding eligibility of the Prize shall be final and binding. No correspondence shall be entertained on the same. Any clarification on the Prize shall be made within 7 days of the receipt of the Prize. No query or correspondence shall be entertained after the expiry of the same.

29. Any costs associated with entering the Contest, including accessing the promotional website are the responsibility of each entrant. Also, regular call and message rates will apply as per the Customer telecom operator in their respective circle.

30. PayU will have no legal and financial liability on the Contest, unclaimed Prize etc. during and beyond the applicable period of the Contest.

31. Participant(s) shall at all times fully indemnify and hold harmless Philips, their officers, directors, agents, and employees, associate companies from any and all costs, losses, claims, demands, damages and liabilities ,actions including costs and reasonable attorneys' fees, made by any third party and/or penalty imposed due to and/or arising out of a breach of the Terms & Conditions and/or violation of any law, rules or regulations and/or the rights of a third party and/or the infringement by the participant(s) including, without limitation, copyright and trademark infringement, obscene and/or indecent postings, and online defamation, and/or any third party using the participant's account, of any intellectual property and/or other right of any person and/or entity.

32. This is a Promotional Contest and has no monetary value (other than that defined in the Contest only and is not saleable or transferable. The Contest/ product cannot be exchanged for money / Contest / any other product(s). This Contest cannot be exchanged for money / any other product(s) or services of the same value other than those mentioned in the Contest details. This Contest cannot be used in conjunction with any other promotional offer.

33. By participating in this Contest, the Participant hereby affirms and declares that the information submitted by the participants for participating in this Contest is true and agrees to keep PayU indemnified against any claims, losses, damages, expenses (including attorney's fees) raised by any third party/person. PayU shall not go into the merits of such claim by the third party/person but shall deem that such information is infringed and would reserve its right to proceed in a manner as per legal remedies available.

34. These Terms and Conditions (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these Terms and Conditions) shall be governed by, and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts in Gurgaon (Haryana).