

PAYTM MALL - APPY FIZZ OFFER, CONTEST & CAMPAIGN

Steps of Redemption

1. Find the code behind the label of Appy Fizz 600 ml bottle
2. SMS the code to 9230355555 to participate in the contest
3. You will receive the Paytm Mall Cashback code through SMS
4. To avail the Paytm Cashback , go to Paytm Mall app or website
5. Select the product you wish to purchase (minimum amount of Rs 250)
6. Apply the Paytm Mall code in "have a promo code" section while making payment of the product at Paytm Mall app
7. Click on Apply and Proceed
8. Complete the transaction. Rs 100 Cashback would be added in your Paytm Wallet within 24 hours of shipping
9. in case of any redemption issues please reach out to www.paytmall.com/care + Customer Support number

Terms and Conditions ("T&C")

1. This Paytm Mall - Appy Fizz Offer ("**the Offer**") and the Paytm Mall - Appy Fizz Contest ("**the Contest**") is sponsored and organized by One97 Communications Limited ("One97"). The Offer and Contest is facilitated by Paytm E-commerce Pvt. Ltd. ("Paytm Mall"), a company which owns and operates an online market place on the website located at the URL 'www.paytmall.com' and 'Paytm mall' mobile application, and rides on website located at the URL 'www.paytm.com' and 'Paytm' mobile application ('**Platform**').
2. The Salman Khan meet and greet campaign ("the Campaign") is sponsored and organized by Parle Agro Pvt. Ltd ("Parle"). The Campaign is facilitated by One97.
3. Participation in the Offer, Contest and Campaign is purely optional and voluntary. The Offer, Contest and Campaign are not valid in conjunction with any other offer. People participating or seeking to participate in the Offer shall individually be referred to as "**Participant**" and collectively as "**Participants**".
4. By participating in this Offer, Contest and Campaign, each Participant is deemed to have accepted the complete terms and conditions of this Offer, Contest and Campaign as well as the decisions of One97, Parle and Paytm Mall which are final and binding in all matters relating to the Offer, Contest and Campaign.
5. The **Offer** shall be open from 4 Sep 2017 at 00:00 hours and shall close on 13th Jan 2018 at 23:59 hours ("**Offer Period**") and the **Contest** shall be open from 4 Sep 2017 at 00:00_ hours and shall close on 13th Jan 2018 at 23:59 hours ("**Contest Period**"). The Campaign shall be valid from from 4 Sep 2017_ at 00:00 hours and shall close on 13th Jan 2018 at _23:59 hours . The Offer, Contest and Campaign is valid on purchase of limited stocks of '600ml Appy Fizz Pet Bottles' (referred to as "**the Products**") on which the Offer, Contest and Campaign is mentioned and applies.

6. This is a limited period Offer, Contest and Campaign. The Offer, Contest and Campaign are available on limited stocks of Products. Products without this Offer, Contest and Campaign are also available and will not be subject to any claim or dispute of any nature under this Offer, Contest and Campaign
7. These Terms and Conditions are available on the **Platform** www.paytm.com/offer/appyfizz-help The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Platform periodically to keep yourself updated and informed.
8. **Eligibility:**
 - 7.1. The participation in the Offer, Contest and Campaign is open only during the Offer Period, Contest Period and Campaign Period respectively for the Indian citizens of 18 years of age and above.
 - 7.2. Employees of One97, Paytm Mall and Parle (including their family members & relatives) and of their group companies, affiliate or associate companies, shall not be eligible for any of the gratifications under this Contest. In case it comes to the knowledge of One97/Paytm Mall that any winner is an employee of either of them or of Parle or their family member/relative, One97/Paytm Mall reserves the right to forfeit the gratification.
 - 7.3. To be eligible to claim the gratification/s under this Contest, the Participant **must have a valid Paytm KYC verified account (as per RBI guidelines). If the Paytm account is not KYC verified, the Participant must submit documents for KYC and get his/her account KYC verified before claiming the Cashback.**
9. One97, Parle and Paytm Mall reserve the right to exclude any Participant from the Offer, Contest and Campaign on any grounds including but not limited to that of misconduct or criminal record.
10. **Steps to avail the Offer**
 - 9.1. Purchase the Product(s) on which the Offer/Contest/Campaign is mentioned.
 - 9.2. Each applicable Product shall have a unique code under the cap label of the Product (**'Unique Code'**).
 - 9.3. The Participant is required to SMS the Unique Code from his/her Paytm registered mobile number to the phone number mentioned on the Product.
 - 9.4. The Unique Code can only be redeemed (as per process mentioned in clause 9.7) through the Paytm registered mobile number which was used to send SMS as per clause 9.3.
 - 9.5. On successful delivery of the SMS, the Participant shall receive one Coupon code (**"Code"**) of INR 100 Paytm Cash. The Code shall be shared with the Participant through SMS sent to the registered mobile number of the Participant, only post successful validation of the Unique Code.
 - 9.6. If a Participant sends an invalid/wrong format Unique Code to Paytm/One97, he/she would be informed about such error, for maximum five (5) times. Post the 5th time, if an invalid/wrong format Unique Code is sent by the Participant, the Participant shall be blocked from participation in the Offer/Contest/Campaign for 48 hours.

9.7. The Participant can use the Code in the manner described below to avail the applicable Paytm Cash. *Paytm cash is the cashback that Participant gets when he/she applies the Code on the Platform. The cash earned this way is stored in the Paytm Wallet of the Participant and can be used to purchase products etc. on the Paytm Platform ("Paytm Cash").* No cash can be given in lieu of Paytm Cash.

- a. Visit Paytm Mall website (www.paytm mall.com) or download the app.
- b. Register on Paytm Mall Platform and create a Paytm account.
- c. Participants who have existing accounts with Paytm can use their existing credentials to avail of the Offer.
- d. Participants need to apply the Code while shopping for at least INR 250 (Indian National Rupees Two Hundred Fifty Only) on Paytm Mall Platform (app/website). On successfully making the transaction they would get INR 100 (Indian National Rupees One Hundred Only) as Paytm Cash in their Paytm wallet.
- e. Each Code is unique and can be used only once in this Offer/Campaign.
- f. A Participant can avail the Offer only once (one code of INR 100 Paytm Cash).
- g. The Offer is only valid for "Qualified & Completed Orders", which shall mean those orders that are neither categorized as cancelled/ altered/ complained/ replaced/ returned by the Participant(s) placing the order or the Seller/Merchant, nor have been categorized as unexecuted.
- h. The Code shall be valid only during the Offer Period and cannot be redeemed after the expiry of the Offer Period.

11. Steps to participate in the Contest and Winner selection:

- a. The Participant has to redeem the Code (as per the steps mentioned above in clause 9) within the Contest Period.
- b. The Contest is only applicable for Participants who would have redeemed the Codes on "Qualified & Completed Orders", which shall mean those orders that are neither categorized as cancelled/ altered/ complained/ replaced/ returned by the Participant(s) placing the order or the Seller/Merchant, nor have been categorized as unexecuted.
- c. Only the Participants who would have redeemed Code successfully during the Contest Period will be considered for this Contest.
- d. In case of any conflict between terms and conditions printed on the pack/insert/voucher and the website, the terms and conditions printed on the Paytm Mall Platform shall prevail.
- e. **Weekly Winner:**
 - i. During the Contest Period, every week (7 days' period) one (1) Participant who undertakes above steps and successfully redeems the Code as above within the Contest Period, will be randomly selected and will be eligible to win **INR 10,000**

(Indian National Rupees Ten Thousand Only) as Paytm Cash (only if they comply with the T&Cs of this Offer and Contest).

ii. To further clarify, one (1) Participant will be chosen as winner from those who redeem the Code between midnight of Monday to midnight of Sunday (12 AM Monday to 11:59 PM Sunday).

iii. Total 19 Participants will be selected as Weekly Winners in this Contest.

f. **Monthly Winner:**

i. During the Contest Period, each month one (1) Participant who undertakes above steps and successfully redeems the Code as above within the Contest Period, will be randomly selected and will be eligible to win **INR 1,00,000** (Indian National Rupees One Lakh Only) as Paytm Cash (only if they comply with the T&Cs of this Offer and Contest).

ii. Total five Participants will be selected as Monthly Winners in this Contest.

g. Weekly Winners, Monthly Winners and Campaign Winners (as defined below) are together referred to as '**Winners**'.

h. Gratification amount shall be transferred to winners' Paytm wallet on successful compliance of the herein mentioned T&Cs.

i. Multiple entries by a Participant in the Offer/Contest are allowed, however a Participant can win only once in this Contest. This is to further clarify that if a Participant is chosen as Weekly or Monthly Winner once in this Contest, he/she will not be eligible to win again in this Contest.

j. The Winners shall be intimated by Paytm/One97/Parle through email registered in their Paytm account. Participants shall ensure that an active email-id is mentioned in the Paytm account details. Any non-communication to the Winner owing to a failure of the Participant to comply with this clause shall be the sole responsibility of the Participant.

***Disclaimer: Paytm cash is a semi closed payment instrument and may be used for the purchase of third party products or may be transferred to the person's bank account.**

12. Steps to participate in the Campaign and Winner Selection

a. The Participant shall avail the Offer as per the guidelines specified in above mentioned Clause 10.1 to 10.6, successful receipt of one Unique Code shall constitute a successful participation in the Campaign.

b. During the Campaign Period, 100 Participants with maximum participation will be shortlisted and will be eligible to win a chance to meet Salman Khan (only if they comply with the T&Cs of this Offer, Contest and Campaign).

c. The shortlisted Participants shall be asked to do tasks on various media properties of Parle /Paytm Mall/One 97. The results of the task shall be monitored and from the shortlisted Participants, top 10 Participants who successfully complete all tasks assigned shall be selected as 'Campaign Winners' and shall be given a chance to meet Salman Khan ('Prize').

d. Final selection of the Campaign Winners shall be at the sole discretion of One97/Parle and shall be final and binding on all Participant.

- e. **Cities, Venues, Locations and Dates for meeting with Salman Khan**, will be **subject to his availability** and according to the schedule decided by Parle/One97 at their sole discretion.
 - f. **The Campaign Winners' cost of travel, transport and accommodation** for the meeting with Salman Khan will have **to be borne by the winner(s)** and would not be the responsibility of One97/Paytm Mall/Parle.
 - g. **One97 or its representatives will contact the Campaign Winner at their registered contact number** which used at the time of participation by him/her and verify his/her claim to the Prize.
 - h. The Campaign **Winner would be contacted thrice over a period of 48 hrs** for collecting necessary documents for verification. In case the Campaign Winner is not reachable or cannot avail the Prize for any reason whatsoever, One97 will reserve the right to pass on the Prize to another Participant or forfeit the opportunity, without any further notice to the Campaign Winner.
 - i. The Campaign **Winners will be required to sign receipts, affidavits, indemnity, agreements and/or documents** as required by the One97/Parle.
 - j. The **Prize is personal to the Campaign Winners and cannot be transferred** or sold under any circumstances.
13. The gratification(s) to the Winner(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by One97/Paytm Mall/Parle before accepting the delivery of the gratification. Any failure on the part of the Winner(s) to comply with directions issued by One97/Paytm Mall/Parle for claim of gratification shall entitle either to forfeit the gratification(s) or roll the gratification over to the next eligible Winner(s), at their sole discretion.
14. Applicable TDS/tax amount shall be deducted by Paytm/One97.
15. The Winners understand and agree that One97/Paytm Mall/Parle, its owners and affiliates, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a Winner and/or any third party, directly or indirectly, by use or non-use of the gratification received by the Winner.
16. All customer related queries for this Offer, Contest and Campaign can be addressed to **paytmmall.com/care**.

Part- B: Legal Terms and Conditions

1. By participating in this Offer, Contest and Campaign the Participant agrees and understands that all transactions on Paytm are subject to the terms and conditions associated with creating a Paytm account.
2. If the Participant purchases a product or service on Platform, that is greater in value than the amount of cash the Participant has in the Paytm wallet, the Participant shall have to pay for the differential amount through any means available/ accepted by Paytm on the Platform.
3. The Winner(s) are mandatorily required to submit KYC documents to Paytm in order to avail the applicable Paytm Cash. In the event that the Winner fails to submit the same, he/she shall be disqualified from availing the applicable Paytm cash.

4. Neither One97, Parle nor Paytm Mall shall be liable for any delay in actual redemption under this Offer and Contest reflecting in the Participant's account.
5. The residents of any state within territory of India, wherever prohibited by Law shall not be entitled to participate in this Offer, Contest and Campaign as applicable.
6. One97 and/or Paytm Mall reserve the right to cancel, modify, extend, or withdraw the Offer, Contest and Campaign prematurely at their sole and absolute discretion.
7. The Participants shall indemnify and keep indemnified One97/Paytm Mall/Parle and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which One97/Paytm Mall/Parle may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations of the Participants under the T&C hereunder, any failure by the Participants to comply with applicable law and any third party claim in respect of misuse of any information of a third party. One97/Paytm Mall/Parle shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participants. One97/Paytm Mall/Parle or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner(s) or any third party, in connection with the Offer, Contest and Campaign. It is expressly provided that transaction shall between Participant & One97/ Paytm Mall/Parle only.
8. One97, Parle and/or Paytm Mall may require the Participants to participate in promotional activities (such as publicity and photography) free of charge, and he/she consents to the usage of his/her name, photograph, film recording, portrait, picture, voice, likeness and biographical information for media coverage, news or information and for advertising or promotional purposes in any media for an unlimited period without remuneration ("Publicity Material"). The license to use the Publicity Material shall survive the termination or expiry of this Offer, Contest and Campaign.
9. All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the Winner(s), including but not limited to TDS, gift tax/GST (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. These costs may be deducted by Paytm prior to
10. Participants acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/APP, Platform and all material or content related to the Offer, Contest and Campaign shall remain, at all times, owned by One97/Paytm Mall/Parle and/or their respective owners. All material and content contained is made available for Participant's personal and non-commercial use only. Any other use of the material/ content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
11. **Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of the Offer, Contest and Campaign, delay in sending or receiving the SMS for participating in the Offer, Contest and Campaign, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Offer, Contest and Campaign or any transactions effected through the Offer, Contest and Campaign ; (b) The**

Participant expressly agree that his/her participation in the Offer,Contest and Campaign is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to Platforms/ SMS, shall be construed to mean the giving of any warranty of any kind

12. One97, Parle and/or Paytm Mall shall not be responsible for any loss, injury or any other liability arising out of availing of the Offer,Contest and Campaign.
13. The Participants and Winner(s) hereby irrevocably authorize One97/Paytm Mall/Parle and its owners, affiliates, subsidiaries, associates to use the data gathered during and/or after the Offer,Contest and Campaign in respect of the Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the Offer and Contest, Participant/s confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future Offers/Contests/Campaigns from One97/Paytm Mall/Parle.
14. One97, Parle and/or Paytm Mall shall not be liable for any loss, delay or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation, or otherwise, for any such loss, delay or damage.
15. The gratification(s) under this Offer,Contest and Campaign are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratifications shall be subject to such other T&C as may be applicable to specific gratification and shall have to be duly complied to by the winner(s)
16. One97,Parle and/or Paytm Mall are not responsible for any malfunction/ server error/ technical fault of any kind either at the Participant's end or on the Platform, which prevents the Participant from taking part in the Offer,Contest and Campaign.
17. One97, Parle and/or Paytm Mall shall not be responsible for downtime on the services, caused due to technicalities (like failure of hardware equipment, configuration issue, network congestion), or due to decisions/changes in regulations that are carried out by TRAI, R.B.I, DoT or any other regulatory body.
18. This Offer,Contest and Campaign are subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of One97/Paytm Mall ("**Force Majeure Event**"). One97/Paytm Mall/Parle shall not be liable for any delay or adverse effect caused to this Offer,Contest and Campaign there under as a result of a Force Majeure Event. One97/Paytm Mall/Parle shall intimate the suspension of Offer,Contest and Campaign caused as a result of such Force Majeure Event to the Participants within reasonable time
19. The Participants agree that participation in this Offer,Contest and Campaign is at their sole risk. One97/Paytm Mall/Parle, its affiliates, and their officers, directors, employees, and agents disclaim all warranties, express or implied, including without limitation any warranty of merchantability, availability, and fitness for a particular purpose or non-infringement.
20. Any Participant providing any incorrect information or concealing/withholding any information from One97/Paytm Mall/Parle with intent to participate and/or be chosen as the Winner(s) of the Offer,Contest and Campaign will automatically be disqualified from participating in it and being

chosen as the Winner(s) of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator number, domicile etc., by the Participant or dispute with the platform, shall entitle One97/Paytm Mall/Parle to disqualify him/her without any further intimation.

21. One97/Paytm Mall/Parle shall not be responsible for any claims arising out of technical failures before, during the Offer,Contest and Campaign or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Offer,Contest and Campaign , delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the Participant.
22. One97/Paytm Mall reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer,Contest and Campaign or any part thereof including the eligibility criteria, the T&C and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Participant.
23. Failure by One97/Paytm Mall/Parle to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, One97/Paytm Mall/Parle may assign any of its rights within the Offer,Contest and Campaign to any party without prior intimation to Participants.
24. One97/Paytm Mall/Parle does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
25. Apart from the entitlement to the gratification, the Winners or their legal heirs/ successors/ representative will have no other rights or claims against One97/Paytm Mall/Parle, its owners and affiliates. Maximum aggregate liability of One97/Paytm Mall/Parle shall not exceed value of the concerned gratification in case of any dispute, in pursuance to the terms and conditions herein.
26. No correspondence shall be entertained with regard to any aspect of the Offer,Contest and Campaign, except as specified.
27. Any dispute arising out of this Offer,Contest and Campaign and terms & conditions of this Offer, Contest and Campaign shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, dispute shall be referred for Arbitration to a Sole Arbitrator to be appointed by Paytm Mall whose decision shall be final and binding on all. The place of arbitration shall be Delhi. The Courts at Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer,Contest and Campaign.