# **CONTEST TERMS AND CONDITIONS**

The Fast and Furious Contest is made available to you by Droom Technology Private Limited.

Please read the following terms and conditions before entering the Contest.

You agree that, by participating in this Contest, you will be bound by these T&Cs and you acknowledge that you satisfy all Contest eligibility requirements as provided herein below.

These T&Cs are in addition to the Conditions of Use to which you agree by using the Droom.in website or mobile application or mobile site.

For the purposes of these T&Cs, wherever the context so requires "You" or "Your" shall mean any natural person who is a participant in the Contest.

## **ELIGIBILITY:**

You need to fulfill the following eligibility criteria to enter the Contest:

- 1. This Contest will commence on 1<sup>st</sup> August 2019 and the results will be announced by the end of the week.
- 2. In order to be eligible to win the Contest, you need to answer all the questions correctly.
- 3. Random winners will be chosen by Droom Technologies and the decision will be final and binding.
- 4. Results will be announced by the end of the week
- 5. Results will be announced on the particular social media handle where the contest is being held.
- 6. Within 48 hours of the result announcement, If the winner does not acknowledge the prize, the prize will be revoked.

Employees of Droom Technology Pvt. Ltd., their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), and its affiliates, advisors, and advertising / contest agencies are not eligible to enter the Contest.

### GENERAL TERMS AND CONDITIONS

- The Contest is open to only end consumers and not the resellers of the Products.
- There is no entry fee and no purchase necessary to participate in this Contest.
- Prizes shall not be settled with cash in lieu and are not transferable.
- Droom Technology Pvt. Ltd. reserve the right, at its sole discretion, to terminate, withdraw, suspend, amend, extend, modify, add or remove portions of this Contest, at any time without any prior written notice.
- Participants are not bound in any way to participate in this Contest. Any participation is voluntary and the Contest is being made purely on a best effort basis.
- Droom Technology Pvt. Ltd. reserves the right to disqualify You from the benefits of this Contest, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under this Contest.
- Droom Technology Pvt. Ltd. reserve the right to determine the winners and such determination shall be as per the terms of these T&C's. The decision of Droom Technology Pvt. Ltd. in this regard shall be final.

- The Contest shall be subject to force majeure events and on occurrence of such an event, the Contest may be withdrawn solely at the discretion of Droom Technology Pvt. Ltd.
- Droom Technology Pvt. Ltd. shall not be responsible for any loss, injury or any other liability arising due to participation by any person in this Contest.
- Droom Technology Pvt. Ltd. will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by sellers listed on our website www.droom.in and the same shall be at the sole risk and consequences.
- You hereby agree to indemnify and keep Droom Technology Pvt. Ltd. harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Droom Technology Pvt. Ltd. as a consequence of (i) violation of terms of these T&C's by You; (ii) violation of applicable laws by You; (iii) any action or inaction resulting in willful misconduct or negligence on Your part.
- These T&C's shall be governed in accordance with the applicable laws in India. Courts in Gurugram shall have the exclusive jurisdiction to settle any dispute that may arise under this T&C.
- Any query regarding this Contest will be entertained only till the end of the week. Post the result announcement date, Droom Technology Private Limited will not entertain any correspondence or communication regarding this Contest from any persons and shall not be liable in any manner whatsoever.

### OTHER CONTESTS:

Please note that we may be running similar contests or promotions at the same time as this Contest. By entering this Contest, you will not be eligible to receive any benefit and/ or prize awarded in any other promotion/ contest unless you enter each promotion/ contest separately.

## PRIZES:

Subject to fulfillment of these T&Cs, the prizes will be awarded, under this Contest, to such number of winners as decided by Droom Technology Pvt. Ltd on its sole discretion.

Any graphics of the Prize, as depicted in any communication regarding the Contest, are for representation purposes only. The actual Prize may differ in colour and appearance. There are no cash or other prize alternatives available in whole or in part.

Subject to the winner claiming the Prize within the given time period, the Prize will be dispatched/delivered to the winner within 10 working days. A winner will be eligible to claim only 1 (one) prize under this Contest.

## **ADDITIONAL TERMS:**

Droom Technology Pvt. Ltd. may, to the maximum extent permitted by applicable law and in its sole discretion, change any of the terms of these T&Cs or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention or other causes beyond its control corrupt or impair the administration, security,

fairness or proper play of the Contest or submission of entries or for any other reason Droom Technology Private limited deems fit.

Droom Technology Pvt. Ltd. is not responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur in the processing of entries; (b) any printing or typographical errors in any materials associated with the Contest; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or (d) injury or damage to your or any other computer or mobile resulting from downloading any materials in connection with the Contest.

Droom Technology Pvt. Ltd. may, in its sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Contest or any Droom Technology Pvt. Ltd. or its affiliate's property; (b) acting in violation of these T&Cs; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

If your entry is incomplete or if you use robotic, automatic, programmed or similar entry methods, your entry will be void. The authorized subscriber of the Facebook account used to enter the Contest at the actual time of entry will be deemed to be the participant and must comply with these T&Cs in the event of a dispute as to entries submitted by multiple users having the same account. No benefits greater than those described in the "Description of the Contest and How to Enter" and "Prizes" sections above in these T&Cs will be awarded.

# **MISCELLANEOUS:**

The Contest and all accompanying materials are trademarks and copyrights of Droom technology Private Limited and or its affiliates. No requests for transfer or assignment or redemption of the benefits shall be entertained. You agree that all decisions made by Droom Technology Pvt. Ltd. related to the Contest are final and binding on you. Failure by Droom Technology Pvt. Ltd. to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any You or any person.

## **FORCE MAJEURE:**

This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, acts of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Droom Technology Pvt. Ltd. ("Force Majeure Event"). Droom Technology Pvt. Ltd. shall not be liable for any delay or adverse effect caused to you as a result of a Force Majeure Event.

### **PUBLICITY RELEASE:**

By participating in the Contest, you give Droom Technology Pvt. Ltd. and/ or its affiliates permission to use your name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Contest and any promotions, events, or contests to follow. You agree that Droom Technology Pvt. Ltd. and/ or its affiliates have the right to publish your saved item details for any communication, promotions, events, or contests that follow. You agree that Droom Technology Pvt. Ltd. and/ or its affiliates have complete ownership of such pictures, etc., including

the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation, etc. for the use of such pictures, etc., and hereby release Droom Technology Pvt. Ltd. and/ or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. You give your consent to Droom Technology Pvt. Ltd. and/or its affiliates, agents and assigns to use your name and likeness to promote the Contest and any promotions, events, or contests to follow.

# LIABILITY RELEASE:

This Contest is being made purely on a "best effort" basis and participating in this Contest is voluntary. By participating in the Contest, you will be legally bound hereby, to release from liability, and hold harmless Droom, and any of its affiliates, employees or agents representing or related to Droom and its services/products. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the benefits/ Prizes offered under this Contest, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Contest, even if caused or contributed to by Droom's negligence.

## **CONTACT**

For any details regarding the Contest and the Prizes thereof, please contact digital@droom.in

### TERMS AND CONDITIONS - DROOM FAST & FURIOUS CONTEST WINNER ("CONTEST")

For the purposes of these T&C's, wherever the context so requires "You" or "Your" shall mean any natural person who is a winner of the Contest and Droom Technology Private Limited shall be referred as "Droom".

### **GENERAL TERMS AND CONDITIONS:**

- The helmet (hereinafter referred as "Prize") will only be available at re 1/- to the winner of the Contest from 21<sup>st</sup> August 2019 (11 AM) to 26<sup>th</sup> August 2019 (11 PM) and the order can only be placed by the winner of the Contest during this time period.
- Only 1 order can be placed by the winner of the Contest. More than 1 order of the Prize will not be valid at the price of Re. 1/-.
- The Prize will consist of "Droom.in" logo.
- Once the winner of the Contest places the order within the above-mentioned time period, the Prize will be shipped and will reach the winner within 7 working days.
- Tracking details will be provided to the winner once the order is shipped and thereafter Droom will not be responsible if the shipment gets delayed due to any reason whatsoever.
- Droom does not take the responsibility of item quality, condition & authenticity. In case you have any issues regarding the authenticity, quality or warranty of the Prize, You can contact the manufacturer directly. Droom disclaims any or all liabilities regarding the quality, condition & authenticity of the Prize.
- Droom reserves the right to cancel your Prize at any time without providing any explanation to You. Any Illicit/ Illegal means of placing order for the Prize will be disqualified from getting the Prize and the decision of Droom in this regard will be final and binding on You.
- If You have any concerns regarding the Prize other than the authenticity or quality of the Prize, You can contact our customer support department within 5 days of receiving the Prize. After this time period is over, Droom will not entertain any queries/concerns.
- You can cancel the order within 5 days at the Order Placed Status and Delivered Status only of if the Prize is received damaged. You will have to provide sufficient proof of the damaged Prize.
- In case the packaging of Prize looks damaged, please do not accept the delivery & request courier guy to open packaging, also write a comment in 'proof of delivery' that the delivered Prize is damaged.
- In case of any dispute the maximum liability of Droom is the amount paid by the winner for the Prize at the time of purchase.
- Buyer details will be checked and verified by our verification Team. Droom may ask for more information before processing your Prize.
- This Prize can only be availed with the online payment method only. there is no cod (cash on delivery) option available on the Prize.

- This is a consumer promotion only and any order deemed to have been placed for reselling purpose shall be cancelled.
- Droom disclaims any and all liabilities regarding the Prize and in case of any dispute, Droom's decision is final and binding.
- For any support, contact our customer care on: 9650 080808
- This offer is valid only on Droom website and Droom mobile application. However, Droom has right to change the offer without explaining any reasons to the winner.
- You hereby agree to indemnify and keep Droom harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Droom as a consequence of (i) violation of terms of these T&C's by You; (ii) violation of applicable laws by You; (iii) any action or inaction resulting in willful misconduct or negligence on Your part.
- These T&C's shall be governed in accordance with the applicable laws in India. Courts in Gurugram shall have the exclusive jurisdiction to settle any dispute that may arise under this T&C.