

SHAKTEE RURAL PROMOTION – TERMS & CONDITIONS

The Tata Shaktee “Jeeto Shaan Se Jiyo Garv Se” consumer promotion is sponsored by Tata Steel Limited across select regions, wherein individuals i.e consumers of Tata Shaktee will have the opportunity to win a **“Prize.**

Interested individuals residing in India may participate in the Promotion by purchasing Tata Shaktee product and submitting the 8 digit unique code printed on the coupon they receive while buying Tata Shaktee sheets starting worth Rs 2500. Submission can be through an SMS to the designated number prescribed in the coupon or by giving a miss-call to the same number and following the process prescribed to key-in the code. Stock of the TSL Products without the Promotion offer will also be available across India. The offer may not be available on certain TSL Products in some territories.

At the end of the scheme, there will be a lucky draw wherein, there will be a lucky winner from each dealer outlet and that will be followed by a lucky draw at distributor’s end, wherein there are bumper prizes to be won.

The Participants (as defined herein) will be required to provide a valid and existing mobile number which will be considered as the registered mobile number for the Participant and shall be used for all further correspondence with the Participant for the purpose of the Promotion. On submitting the Unique Code in the manner prescribed below, the Participant shall become eligible to be chosen as a Winner under the Promotion.

Certain stock of the TSL Products containing the Promotion offer may continue to be available even after the Promotion Period. However, prospective Participants understand and agree that they will not be permitted to participate in the Promotion after the expiry of the Promotion Period and further, agree not to raise any claim or complaint against TSL or its agents in this respect.

The Promotion is advertised and promoted, *inter alia*, through media including radio, digital media including television (news and other channels), point of sale materials, outdoor publicity through banners, posters, billboards, public announcements, website and other available media.

The Promotion is subject to all applicable central, state and local laws and regulations.

Individuals will also have access to a toll-free helpline number 18003458282 which they can call on to clarify their doubts and queries with respect to the Promotion.

By participating in this Promotion, the Participant accepts and agrees to abide by these terms and conditions of the Promotion

This Promotion is sponsored by Tata Steel Limited, having its marketing headquarters at 43, Jawaharlal Nehru Road, Chowringhee, Kolkata. West Bengal. Pin - 7000071

Entry and participation in this Promotion will be deemed as an unconditional and an unequivocal acceptance of these Terms, including any modifications, revisions and amendments thereto. The decisions of TSL, Tata Business Support Solutions (TBSS), NetCore and/or the CA - shall be final and binding on the Participants in all matters related to the Promotion. Further, the Participants recognize that these Terms may be modified by TSL from time to time without any prior/public notice by posting the applicable terms and conditions on the Promotion Website. TSL also reserves the right to cancel or terminate the Promotion at any stage without assigning any

reasons whatsoever. Successfully entering the Promotion and winning a Prize is subject to all requirements set forth herein.

To get registered for the lucky draw, Consumers can send an sms or give a missed call at any time and day during the scheme validity. The last entry to be considered for the purpose of the Promotion will be at 23:59:59 HRS IST of the last day of the scheme(territory specific)

Only entries received between the Promotion Timings during the Promotion Period shall be considered for the Winners

Entry and participation in this Promotion is open to all persons currently residing in any Indian state/union territory/region who satisfy each of the following criteria:

- are over the age of 18 years;
- own a valid cellular GSM or CDMA phone connection that is accessible at all times;
- have not been arrested or convicted of any crime or been the subject of any criminal investigation;
- bear a good moral character and have not been implicated or named in any legal proceedings (either civil or criminal); and
- are not management, employees, directors, distributors, dealers or contractors, or the family of the management, employees, directors, distributors, dealers or contractors of TSL, or its Partners, their related entities or other agencies, firms or companies associated with the Promotion (including suppliers of Prizes).
- Have a valid PAN number in their name.

Eligible Persons

For the sake of clarity, this Promotion is not open to Non-Resident Indians (NRIs), Overseas Citizens of India (OCIs) and Persons of Indian Origin (PIOs).

Eligible persons participating or seeking to participate in the Promotion shall individually be referred to as "**Participant**" and collectively as "**Participants**".

Persons intending to participate in the Promotion, who have listed their phone numbers on the National Do Not Call Registry ("**NDNC Registry**"), shall de-register themselves from the NDNC Registry till the completion of the Promotion (including the delivery of Prizes (if applicable) under this Promotion). Such persons agree not to make any claim or raise any complaint whatsoever against TSL in this respect. Please note that persons intending to participate in the Promotion who have not de-registered themselves from the NDNC Registry shall also have no right to make any claim or raise any complaints against TSL, CA or any other agents of TSL if they do or do not receive any call with respect to their application, participation and all other matters pertaining to the Promotion.

By participating in this Promotion, the Participant agrees to receive details and information about this Promotion on his/her mobile, through SMS or voice calls, during the tenure of the Promotion

Participants wishing to enter the Promotion may do so through the following route:

1. Participants are required to SMS "<8 digit Unique Code>" to 09223802222 during the Promotion Period from any GSM or CDMA mobile phone connection.
2. Or Participants may give a miss-call to 09223802222 and will get back a call wherein they will be asked to key-in their code

within the Valid Answer period, and shall be eligible to receive the Prize, subject to conditions specified herein.

4. If the Participant sends a correct answer to a Promotion Question in the prescribed format and during the Valid Answer Period, the Participant will receive a message confirming the Participant's entry in the Promotion ("**Valid Entry**") informing the Participant that

5. If an SMS is received before the commencement of the Promotion Period, the Participant will receive an SMS requesting the Participant to apply during the appropriate period and time. If an SMS is received after the completion of the Promotion Period, the Participant will be informed about the closure of the Promotion.

6. If the Participant sends an SMS which is not in the prescribed format, or contains an invalid code, the Participant will receive an SMS informing the Participant of the required format along with a request to reapply.

Please note that premium SMS charges may apply. However, these rates are not fixed and may be subject to change by each Participant's concerned mobile service provider. However, it is strongly recommended that Participants familiarize, check and confirm the rates for such SMS' with their respective telecom service providers before participating in the Promotion.

Entry by proxy is not permitted. Eligible persons can only enter in their own name.

Please note that each Unique Code printed on the Product can be used only once for the purpose of participation. However, Participants are allowed to submit as many entries as they wish using different Unique Codes during the Promotion Period. However, each Participant may be shortlisted as a Winner only once during the entire Promotion Period.

Please note that all Participants are required to preserve all the labels containing the Unique Code(s) they have used to participate in the Promotion. Participants will not be eligible to receive any Prize unless the corresponding labels are preserved and delivered to TSL in the manner outlined below. In the event that the Participant has previously submitted any of the labels containing the Unique Code(s) to TSL for the purpose of validation in order to claim one of the Prizes that the Participant is eligible to win under the Promotion, such Participant shall submit the remaining labels containing the additional Unique Code(s) to be eligible to claim the other Prize(s). Please note that the Participant will be ineligible to claim the Prize(s) if the Participant fails to submit the winning label used for participation in the Promotion or submits any illegible, defaced, tainted or damaged labels and the Participant shall not raise any claims or complaints whatsoever against TSL in this respect. However, TSL reserves the right to exercise its sole discretion in this regard.

Further, consumers acknowledge and understand that there may be TSL Products containing Unique Codes on the label available for sale even after the end of the Promotion Period; however, consumers will not be entitled to participation in the Promotion at that time. Consumers agree not to make any claim or raise any complaint against TSL in this respect.

TSL shall contact the Eligible Winners a maximum of three (3) times.

If an Eligible Winner is not reachable, busy, unavailable or not interested, the back-up winner shall be shortlisted as the new Winner . In case the back-up winner is also not reachable, busy, unavailable or not interested, then the lucky The Eligible Winners may receive the Prize subject to the terms and conditions detailed below.

a) If the Eligible Winner is contacted and interested in continuing in the Promotion and is in possession of the Unique Codes the caller shall verify the Unique Code used to enter the Promotion and shall also ask the Eligible Winner to provide details such as first name, surname, address, phone number, mobile number, email address and other details as may be considered necessary by TSL..

No Prize will be awarded if the information presented by the Participant(s) at the time of entering the Promotion, or at any subsequent stage is not factually correct.

The Prizes to the Confirmed Winners shall be awarded subject to production/signing of all such documents/papers (such as identity proof etc.) as required by TSL Apart from the Prizes, the Winner(s)/Confirmed Winner(s) or their legal heirs will have no other rights or claims against TSL.

At this stage of the Promotion, if the Prize stands forfeited, the slot shall be rendered vacant.

No justification/explanation for non-receipt of the Verification/Required Documents shall be accepted, including but not limited to, inability of the postal department to deliver the documents on time. However, TSL reserves the right to accept late delivery of Verification Documents at its sole and absolute discretion.

TSL shall not be held responsible for any deficiency, defect, inadequacy or irregularity in the Prize(s). TSL shall not entertain any request for a specific colour or size with regard to the Prize(s). The Winner(s) may not exchange or assign the Prizes, and shall not be entitled to any compensation whether in cash or kind from TSL

The names of the Confirmed Winners shall be announced on the Promotion Website or in any manner deemed appropriate by TSL, on or after July 2015, once the Winners have been confirmed and verified.

No portion of the Prizes offered under the Promotion is redeemable for cash. The Prizes are also not refundable or transferable.

The Prize shall be issued and delivered to the Winner at the address provided by such Winner. TSL and/or its agents shall not be liable for default or delay in delivery of Prizes due to incorrect personal details provided by the Winner.

The Participants undertake and irrevocably and unconditionally permit TSL to cover the Promotion through various media including newspapers, radio, television including news and other channels, internet, point of sale materials, etc., and shall not raise any objection, protest or demur whatsoever to such coverage or in this regard.

Whilst TSL shall make all reasonable efforts, there is no obligation on the part of TSL to air any entry.

The Winners must, at the request of TSL, participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize, free of charge, and they consent to TSL using their name and image in all promotional materials.

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 TSL at all times. TSL or any person or entity permitted by TSL in this regard shall be entitled to use 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.

All material submitted in connection with the Promotion (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 TSL upon submission and become the property of TSL exclusively. TSL may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of TSL.

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 this Promotion the Participant warrants that all information provided by him/her regarding his/her name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.

Each Participant is required to provide full and accurate details of his/her name, permanent address, phone number, age and such other details as may be prescribed by TSL and it is to be understood that the Prizes will be given to the Winner only upon furnishing of the prescribed details and documents to TSL or TIL as applicable.

TSL may, at any time, verify or authorize verification of the Participant's entry (including such Participant's identity, age, place of residence and affiliations) and disqualify any Participant (at any stage of the Promotion) if it is found that such Participant has submitted an entry or any documents that is inconsistent with these Terms.

TSL may, disqualify any Participant if such Participant engages in or it is found that such Participant has engaged in any illegal, unlawful or improper conduct (with regard to the Promotion or otherwise).

The decision of CA and/or TSL as regards the selection of Valid Entries, Winners is subject only to TSL's approval. No correspondence or any other claims whatsoever, in this regard will be entertained. The Prizes cannot be exchanged and are not transferable or refundable. Further, the Prizes are not redeemable for cash or any monetary benefits in kind.

TSL reserves the right at its sole discretion to cancel, terminate, postpone, modify or suspend the Promotion in whole or in part at any time including if, for any reason, the Promotion is not capable of running as planned, including due to any technical failure or any other causes beyond the control of TSL or TIL and will not be liable

for any consequential losses/damages. All Winners and/or Participants agree that no claims or complaints may be raised against TSL, TIL or any of their affiliates, representatives, associates etc. in this respect. Any decision of TSL in this regard and in general with respect to this Promotion and the Terms thereto shall be final, binding and non-contestable.

TSL further reserves the right to modify or cancel the Prizes offered under this Promotion, at its sole and absolute discretion. The Winners and/or the Participants agree that no claims or complaints whatsoever may be raised against TSL, TIL or any of their affiliates, representatives, associates etc. in this respect.

Participants shall follow all directions/rules and regulations (whether communicated in written form or verbally) framed by TSL or TIL at all times in connection with the Promotion. Any deviation or objection by any Participant(s) may result in their disqualification from the Promotion.

The Participant(s) hereby undertake to provide and/or execute any documents as may be deemed necessary by TSL to effectively carry out his/her obligations under the Promotion and/or its Terms.

Employees and family members of TSL, TIL, their associates and affiliates are not eligible to participate in the Promotion.

Nothing contained herein amounts to a commitment or representation by TSL to conduct further promotions.

The decision of TSL shall be final in all regards and no communication shall be entertained in this regard. None of the provisions of these Terms shall be deemed to constitute a partnership or agency between any Participant and TSL and the Participant shall not have the authority to bind TSL in any manner whatsoever.

TSL, CA and other agents of TSL shall not be liable to perform any of their respective obligations under the Promotion or in respect of the Prizes where they are unable to do so as a result of circumstances beyond their control in the nature of fire, explosions, natural calamities, state emergency, riots, government restrictions or any other Force Majeure condition, etc., and shall not be liable to compensate the Winners or the Participants in these circumstances.

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 TSL

Winners and Participants undertake not to, at any time, disclose, reveal, communicate or otherwise make public any information relating to TSL, their respective business, personnel, servants, agents or officers to anyone.

TSL accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, communication, documents, 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. TSL shall not be liable for any consequences of user error including (without limitation) costs incurred. In addition if the documents and other requirements are lost, damaged, defaced, tainted, illegible or corrupted on account of the fault or deficiency of the Postal Services, TSL shall not be under an obligation to entertain such documents and TSL may at its sole discretion choose to disentitle the Winner from his/her Prize. TSL is not obliged to inform such a Winner of the disentitlement; however, it may choose to bring the same to the notice of the Winner through any of the means

available to it.

If a Participant is dissatisfied with the Promotion or the Promotion Terms, his/her sole and exclusive remedy is to not participate in the Promotion.

The general terms and conditions and privacy policy on the Promotion Website shall be applicable in addition to these Terms.

Neither TSL shall be required to publish or disclose any personal details about the Winners of the Promotion (excluding the names of the Winners which may be published on the Promotion Website), including but not limited to their telephone number, address, etc., as such disclosure shall amount to violation of the privacy rights of Winners.

Please note that neither TSL, TIL or any of its affiliates, representatives etc. shall be responsible for any disruption, disturbance or disconnection in the phone line and any undelivered, and/or incomplete SMS and all disputes, complaints, claims shall be raised with the Telecom Service Provider only.

These Terms may be altered by TSL at its sole and absolute discretion and without any notice to the Winners and/or Participants.

By entering the Promotion, the Participants hereby release from and agree to indemnify TSL, and/ or any of their respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the Prize or participation in the Promotion 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.

TSL accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of themselves or third parties in relation to the Prizes. TSL, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for any late, lost, misrouted, garbled or distorted or damaged transmissions or entries.

The Participant(s) shall be solely responsible for any consequences which may arise due to their participation in the Promotion by conducting an illegal act. Participant(s) also undertakes to indemnify TSL and/or the CA and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by TSL or TIL or CA on account of such act on the part of the Participant. Participant(s) hereby agree to indemnify, defend and hold harmless TSL in case of any loss or liability (including but not limited to liabilities, judgments, damages, losses, fines and penalties, claims, costs and expenses such as attorneys' fees and expenses) or any other loss associated with, arising out of or incidental to their ineligibility to participate, any untoward, rash or negligent act on their part, or non-compliance or alleged non-compliance with these Terms, any other rules, regulations, directives (whether written or verbal) issued by TSL or TIL from time to time, during the Promotion.

To the fullest extent permitted by law, in no event will TSL or any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that TSL may engage for purposes of the Promotion), be liable for any loss or damages (including, without limitation loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Promotion and/or the Promotion prizes, even if TSL has been advised of the possibility of such

damages in advance, and all such damages are expressly excluded. The Participant shall indemnify, defend, and hold TSL harmless in the event of there being any third party/entity/organization claims arising from or related to his/her participation in the Promotion. In no event shall TSL be liable to any Participant for acts or omissions arising out of or related to the Promotion or his/her participation in the Promotion.

In consideration of TSL allowing the Participant(s) to take part in the Promotion, 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 TSL, 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 Promotion or related to the Promotion or the Prizes of the Promotion.

The courts of competent jurisdiction at Kolkata shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Promotion.

Participation in the Promotion is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this clause.

Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Participants and/or TSL and/or partners of this Promotion, shall be governed and construed in accordance with the laws of the Republic of India.