

## Terms & Conditions:

### 1. Contest Details, Concept and Participation:

(i) These terms and conditions apply to the "FORTUNE BIRYANI UTSAVAM CONTEST" for consumers (hereinafter referred to as "Contest") sponsored and launched by ADANI WILMAR LIMITED wherein consumers can participate by completing a slogan

(ii) The contest is valid only in Karnataka, Tamil Nadu, Telangana, and Andhra Pradesh & Kerala only. Contest will be valid from 18/05/2018 to 31/08/2018 (herein after referred as "Contest Period").

(iii) The Contest is subject to all applicable central, state and local laws and regulations.

(iv) Consumers participating or seeking to participate in the Contest shall individually be referred to as "Participant" and collectively as "Participants".

### 2. Agreement to Terms and Conditions:

(i) By participating in this contest, Participants fully and unconditionally agree to and accept these Terms and Conditions available on [www.fortunefoods.com/fortune-iifa-utsavam](http://www.fortunefoods.com/fortune-iifa-utsavam) and/or the Facebook page viz [www.facebook.com/FortuneBiryaniUtsavam](http://www.facebook.com/FortuneBiryaniUtsavam). The decisions of ADANI WILMAR LIMITED will be 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.

(ii) ADANI WILMAR LIMITED reserves the right to exclude any person from the contest on grounds of misconduct or criminal record or for any other reasons, as it may deem fit and proper. No communication in the regards will be entertained.

(iii) ADANI WILMAR LIMITED reserves the right to terminate, modify or extend the Contest and/or deletion or addition of any of the terms and conditions of the contest, at any time at its absolute discretion, without advance notice and / or assigning any reason thereof. All decisions of ADANI WILMAR LIMITED in respect of the Contest and the prizes therein will be final, binding and conclusive.

### 3. Eligibility:

(i) This Contest will be open to only residents within the states of Karnataka, Tamil Nadu, Telangana, Andhra Pradesh. All employees, their immediate family members, agents, distributors, retailers and any other channel partner of ADANI WILMAR LIMITED will not be eligible to participate in the contest.

(ii) This contest is open for all adults above 18 years.

(iii) ADANI WILMAR LIMITED 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), ADANI WILMAR LIMITED or its Agency will have all the authority to call such shortlisted winners by virtue of them having voluntarily participated in the Contest.

### 4. Contest Period & Contest Timings:

(i) The contest will commence from 12.00 AM on 18/05/2018 to 11:59PM on 31/08/2018.

(ii) Time of participation will be defined as the time at which the entry is received to Adani Wilmar Limited

(iii) Entries coming outside the Contest Period will not be considered for winner selection.

### 5. Prize:

There will be two levels of prizes:

- (i) Grand Prize – Selected few lucky winners chosen at the end of the contest will be eligible for a trip to IIFA Utsavam, Malaysia.
- (ii) Consolation Prize – Selected lucky 500 other winners at the end of the contest will be rewarded with gift vouchers worth Rs. 500.

#### 6. How to Participate:

Any participant can enter the contest through a Missed call mechanism or Facebook page or through website during the contest period.

##### (i) How to participate via Missed call

1. To participate in the Contest, the Participant has to give a missed call to \*\*444 from a valid mobile number during the Contest Timings and during the Contest Period.
2. On giving the missed call, the Participant shall receive a call back from an Interactive Voice Response (IVR) system.
3. In case the Participant does not receive a call back from the IVR system, he/she shall make another missed call to the above mentioned number, during the valid Contest Timing, and shall receive a call back from an Interactive Voice Response (IVR) system.
4. The Participants shall follow the below instructions given on the Interactive Voice Response (IVR) prompt :
  - a. On answering the call, the Participant will be prompted via Interactive Voice Response (IVR) to enter his/her language of choice, age & gender.
  - b. The Participant will be asked to complete the following slogan:  
"Fortune Biryani Rice is the Bahubali of all Biryani because\_\_\_\_\_."
5. The Participant needs to record his/her answer on hearing the beep and the Participant will have to complete recording his/her answer. Thereafter, the Participant needs to follow the instruction on the Interactive Voice Response IVR to successfully register his/her answer.
6. On completing the steps as directed, a confirmation message will be sent through a Text Message via SMS service to the Participant on his/her mobile number.
7. In case the call drops during the course of the IVR due to a telecom operator led connectivity issue, the participant must re-initiate the entry by giving a missed call to the assigned number.
8. The call to as well as the call back from the aforementioned number shall be toll-free. Roaming charges wherever applicable shall be borne by the Participant.
9. No missed call entry from a landline number shall be treated as valid.

##### (ii) How to participate from Facebook

1. The participant can complete the slogan "Fortune Biryani Rice is the Bahubali of all biryani because" on his / her facebook page
2. The participant will also have to tag the page @FortuneBiryaniUtsavam along with the hashtag #FlyWithFortune to be eligible for valid participation
3. The participant can also complete the slogan on the post of our Facebook page - FortuneBiryaniUtsavam along with the hashtag #FlyWithFortune

4. Entries will also be collected via. Lead generation form through Facebook

(iii) How to participate through website

User can log on to [www.fortunefoods.com/fortune-iifa-utsavam](http://www.fortunefoods.com/fortune-iifa-utsavam) and submit his entry on the portal

7. Winner Selection:

(i) Winners will be selected based on the creativity of the slogan, as per the nominated Jury of the contest, as set up by Adani Wilmar Limited. Winners will be declared within 3 weeks of completion of the contest. **KPMG (Registered) are the Process Advisors and Evaluators for this Contest.**

(ii) Prizes will be given subject to the winner satisfying the verification process of Adani Wilmar Limited and its appointed agency

(iii) The Prize cannot be transferred, exchanged or redeemed for cash. In the event that the winner does not take the prize in the time and manner stipulated, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize. Prizes must be taken as offered and cannot be varied. Any unclaimed prize is not-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken in exchange for cash.

(iv) Any unused prize is not-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken in exchange for cash.

(v) Adani Wilmar Limited shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and Adani Wilmar Limited 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.

(vi) Adani Wilmar Limited or its appointed Agencies shall not be liable for any loss or damage of the prize due to Act of God, Governmental action, Force Majeure circumstances and / or any other reasons which are beyond the reasonable control of Adani Wilmar Limited/ its Agency, and under no circumstances Adani Wilmar Limited shall not be liable to pay any compensation whatsoever for such losses.

(vii) Any participant of the contest who wins a prize during the Contest Period shall not be eligible to win any further prizes.

(viii) The winner generation of the Grand Prize will be done on the basis of unique mobile number + Unique PAN Card + other requisite and necessary documents in connection thereof and more specifically mentioned hereunder.

8. Contacting Winners:

Grand Prize:

(i) Once the Winners are selected, the Agency appointed by Adani Wilmar Limited shall process the IIFA Utsavam trip to Malaysia for the winner.

(ii) In the event the shortlisted winner'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 cancelled and Participant becomes ineligible to receive the prize.

(iii) In the event the shortlisted winner attends the call on either the second or third attempt, the procedure outlined in step (iv) shall apply.

(iv) In case of a positive response from the shortlisted winner, each such shortlisted winner will be required to send the following documents and collateral:

1. Copy of Address proof (Electricity bill or Mobile Bill)
2. Copy of PAN card is mandatory.
3. Copy of Indian Passport with 12 month Validity for all travellers.

This will be referred to as Participation Package for the winner. The completed Participation Package needs to be sent to the address notified by the appointed agency within 7 days of the call made by Agency to the selected winner.

(v) Upon receipt of the Participation Package, Adani Wilmar Limited. or its appointed Agency shall scrutinize all documents. If all the documents submitted are in order and valid then it will be treated as a Confirmed Winner.

(vi) No prize will be awarded if the information presented by the Participant(s) at the time of entering the contest is not factually correct.

(vii) The cost and expenses of postage shall be borne by the participant himself. Adani Wilmar Limited or the Appointed Agency shall not be responsible for any accident or mishap or loss of the Participation Package by the participant in transit. The responsibility of ensuring that the Participation Package reaches the address as directed by Adani Wilmar Limited or its Partner Agency lies solely with the participants.

(ix) No justification/explanation for non-receipt of the Participation Package or any missing documents shall be accepted.

(x) In the event of death of the Confirmed Winner, no claim from the nominee or his/her legal heirs of the Confirmed Winner shall be entertained for receiving the prize.

#### 9. Publicity:

(i) The Participant/s undertake and irrevocably and unconditionally permit Adani Wilmar LIMITED 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 Adani Wilmar Limited, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to Adani Wilmar Limited using their name and image in promotional material.

#### 10. Intellectual Property:

(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 ADANI WILMAR LIMITED at all times. ADANI WILMAR LIMITED or any person or entity permitted by ADANI WILMAR LIMITED 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 and/or film footage and/or audio recording taken of Participants are assigned to ADANI WILMAR LIMITED upon submission and become the property of ADANI WILMAR LIMITED exclusively. ADANI WILMAR LIMITED may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of ADANI WILMAR LIMITED.

#### 11. General Conditions

1. 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.
2. The decision of ADANI WILMAR LIMITED or its Appointed Agency, as regards the selection of winners and distribution of the prizes shall be final, subject only to ADANI WILMAR LIMITED's approval. No correspondence or any other claims whatsoever, in this regard will be entertained.
3. No queries, claims, dispute, complaints or grievances shall be entertained by ADANI WILMAR LIMITED after the closure of the contest.
4. The prize cannot be exchanged, and is not transferable and cannot be converted into cash.
5. The Agency shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and ADANI WILMAR LIMITED 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.
6. ADANI WILMAR LIMITED 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 ADANI WILMAR LIMITED in this regard and in general with respect to this Contest and the terms and conditions thereto shall be final, binding and conclusive.
7. Nothing contained herein amounts to a commitment or representation by ADANI WILMAR LIMITED to conduct further Contests.
8. The decision of ADANI WILMAR LIMITED 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 ADANI WILMAR LIMITED and the Participant shall not have the authority to bind ADANI WILMAR LIMITED in any manner whatsoever.
9. ADANI WILMAR LIMITED or any of its respective officers/employees/directors shall not be responsible for delayed, lost, mutilated, corrupted or illegible documents etc.
10. ADANI WILMAR LIMITED 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 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.
11. ADANI WILMAR LIMITED or its appointed agency shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Contest due to any government restrictions.
12. 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 ADANI WILMAR LIMITED or its Agency.
13. ADANI WILMAR LIMITED or its agency accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS, loss of internet connectivity, 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. ADANI WILMAR

LIMITED or its agency shall not be liable for any consequences of user error including (without limitation) costs incurred.

14. 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.
15. 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.
16. The participation in the Contest is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.
17. This Prize cannot be treated as a cash equivalent under any circumstances or interpretation and the vendor shall under no circumstance exchange the voucher for cash.
18. Validity of Prize cannot be extended, OR new Prize cannot be provided against the expired/unused Vouchers.
19. The 2 nights and 3 days trip to IIFA Utsavam, Malaysia is for 1 family of upto 2 members (i.e. 1 winner + upto 1 family member) and includes return economy class air fare and 2 nights and 3 days stay in a pre-defined hotel only, as per the sole discretion of Adani Wilmar Limited.
20. Return Air fare are on Ex Hyderabad, Chennai & Bangalore basis only. The winner along with his/her family members will have a choice of boarding from any one of these three cities. If the winner is from any other city, then the winner and his/her accompanying travellers will have to travel to any of the above mentioned cities at their own expenses
21. Trip to IIFA Utsavam is non-transferable and non-substitutable and under no circumstances will be exchanged with cash.
22. During the contest period, few lucky winners will be travelling to the destination Malaysia with their family (up to 2 members which include 1 winner + upto 1 family member)
23. Only Indian Nationals holding valid PAN cards issued under the provisions of the Income-Tax Act, 1961 shall be entitled to participate under this Promotion.
24. All additional taxes that may be incurred in the redemption of the prize including gift tax will be borne by the customer
25. It is mandatory to provide minimum of 30 business days advance notice period prior to travel dates to avail this offer. Itinerary once confirmed cannot be changed under any circumstances.
26. A confirmation letter will be issued to the participant in the name of the applicant by appointed agency and all recipients are required to carry the original of the same to be produced at the time of check-in at the hotel. Once a confirmation letter is issued against a particular request, no changes thereafter will be entertained. Participant may also be asked for proof of identification upon arrival at the hotel to redeem the offer.
27. If the hotel booking request is unavailable, the agent will contact you with alternative hotels within your choice of location or alternative dates.
28. Once confirmed, travel dates, hotel dates, hotel type or venue cannot be changed under any circumstances.
29. Appointed agency will not be responsible for approval or application for VISA, Passports and any other documents which the passengers may require travelling into a foreign country and Consumer at its own cost shall be required to obtain all the travel related documents including without limitation Passport, Visa, etc.
30. All services including the Airline Seat Availability, hotel & room category is subject to availability at the time of booking.
31. Once we receive all passenger names, name changes will not be accepted and no communication in this regard shall be entertained.
32. Any additional costs to be incurred due to natural calamities, political disturbance, accidents or any unforeseen circumstances shall not be borne by ADANI WILMAR LIMITED. or its appointed agency
33. This prize will be utilized only by the person to whom it will be issued.
34. The offer is non-transferable, non-assignable and cannot be sold, or redeemed for cash. There is no cash alternative to this offer and all reservations are strictly subject to promotional availability.
35. Adani Wilmar Limited. and its appointed agency are not responsible for the management of the hotels, airlines and will accept neither liability nor claims for disappointment or dispute in relation to the management of the hotels.
36. Except in the case of fraud, appointed agency, its agents and distributors cannot be held responsible for the information supplied by the hotels including any information on their websites.

37. This offer cannot be clubbed with any other offer available at the resort or hotel at the time of redemption or during booking.
38. All disputes arising out of or in connection to this scheme are subject to exclusive jurisdiction of the courts in Ahmedabad only.

12. Release and Limitations of Liability:

(i) ADANI WILMAR LIMITED and the appointed agency 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.

(ii) By entering the Contest, the Participant hereby releases from and agrees to indemnify ADANI WILMAR LIMITED, 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.

(iii) ADANI WILMAR LIMITED and the appointed agency accept 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.

(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 ADANI WILMAR LIMITED and/or the Agency 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 ADANI WILMAR LIMITED or the appointed Agency on account of such act on the part of the Participant.

(v) In consideration of ADANI WILMAR LIMITED 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 ADANI WILMAR LIMITED, 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

13. Dispute:

(i) The courts of competent jurisdiction at Ahmedabad 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.

(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 ADANI WILMAR LIMITED and/or Partners of this Contest, shall be governed and construed in accordance with the laws of the Republic of India.