

## **TERMS AND CONDITIONS**

Please read these Terms and Conditions (“Agreement”) carefully. This Agreement is a binding agreement, for the contest to be organized and conducted by WinMagic Toys Private Limited (“Company”, “we”, “us”, “our”), a company incorporated and existing under the Indian Companies Act, 2013. By registering for, accessing, browsing or using any information/ details with respect to this contest, you (“you”, “entrant”, “participant”) acknowledge that you have read, understood, and agree to be bound by the terms contained in this Agreement. Please note that we reserve the right to modify and update the terms and the same shall be communicated to you

### **1. General**

- 1.1. By entering into this contest being organized by the Company, you accept without qualification or limitation, the terms contained in this agreement. If you, at any time do not agree with any of these terms contained in this agreement, you shall be prohibited to enter/ participate in the said contest.
- 1.2. The contest shall be governed by these standard terms and conditions. Each participant agrees that he/she has read and understood these terms and by their participation in the contest, each participant agrees to be bound by the terms. Mere participation should not be perceived as any commitment on the part of Company to select participant(s) as the winner. Nothing herein amounts to a commitment by the Company to either conduct this contest any further or any similar or other contests in future.
- 1.3. If we need to contact you, we may do so by email/contact details provided by you in the contest registration details or by posting a notice on the Company’s Website. You agree that the email address/contact details provided by you during registration belongs exclusively to you and that any communication made on the same email address shall satisfy all legal requirements in relation to written communications. You represent and warrant that the information you submit during registration and further use of the Company is truthful and accurate and that you will maintain the accuracy of such information

- 1.4. For the Company to waive any rights under this Agreement, such waiver must be express and must be in writing.

## **2. Participation in the Contest**

- 2.1. To participate in this contest, you must register yourself as a participant, as per the instructions and direction available on our website <https://winmagictoys.com/games-contest/>
- 2.2. No participation fee is being charged by the Company from any participant for entering into this contest.
- 2.3. Any promotion of this contest on any social media platform is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Google, Instagram, LinkedIn or any other social network. You agree and understand that you are providing your personal information to the Company and not to any other third party.

## **3. Eligibility and Entry Restrictions**

- 3.1. To be eligible to participate in this contest:
  - a. The entrant must be a real person, of at least 18 years of age, and a permanent resident of India (proof of address and/or age may be required)
  - b. The entrant must not be the Company's employee, officer or agent, or an employee, officer or agent of any person or organisation involved in the running of this contest, and must also not be in family relation to any such person.
- 3.2. The maximum number of entries to this contest per person is one.
- 3.3. The maximum number of overall entries for the contest shall be at the Company's sole discretion.
- 3.4. The participant(s) acknowledges that it is voluntarily participating in this contest out of his/her own free will and without any influence/ solicitation by the Company.
- 3.5. You acknowledge that your ability to enter the contest is conditioned upon the truthfulness of the information you provide to the Company including your age,

residence, contact and other information and that the Company is relying upon to allow you to participate in the contest

#### **4. Contest Starting and Closing Dates**

- 4.1. The contest shall open for entries at such time and on such date as specified on the Company's website and/or as announced on the Company's social media channels, and similarly, entries shall close at such time and on such date as specified on the Company's website and as announced on the company's social media channels, unless otherwise stated.
- 4.2. Any entries received before the opening or after the closing of the contest shall be deemed invalid and shall not be considered as entries for the contest. However, the Company, at its sole discretion may allow any such early or late entry to participate in the contest.
- 4.3. The Company shall not be responsible in any circumstances for any entry which is not received by the Company through the approved channel, for any reason, whatsoever.
- 4.4. The Company reserves the right to suspend, cancel or alter the contest and the terms and conditions thereof, at its sole discretion, by posting the same on the company's website. However, the company may suspend, cancel or alter the contest and the terms and conditions thereof, without issuing any notice, in a Force Majeure Event; whereby a "Force Majeure Event" includes fire, earthquake, flood, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, acts of God, failure or delay of any transportation agency, laboratory or any other furnisher of essential supplies, equipment, or other facilities, omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in law, regulations or policies of the Government, or other regulatory authority acts which are beyond the control of any Party, or for any other reasons which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence.

- 4.5. Entry into the contest will be deemed as acceptance of all of these terms and conditions by the participant(s).

## **5. Judging**

- 5.1. Contest entries shall be judged and winners shall be selected based on the criteria as specified on the Company's website and/or announce on the Company's social media channels in relation to the contest.
- 5.2. If a contest entrant is found to have not met the eligibility requirements or is subject to any entry restrictions, then that entrant shall not be considered a participant. Moreover, such entrant, if in case has been adjudged a winner shall not be entitled to a prize in any circumstances.
- 5.3. Company's decision in respect of all matters to do with the contest will be final and no correspondence will be entered.

## **6. Winners and prizes**

- 6.1. The contest prizes shall be as specified on Company's website or social media channels.
- 6.2. The total number of winners of this contest shall be decided by the Company at its sole discretion.
- 6.3. The Prize Money Pool of this contest is INR 2,00,000 (Indian Rupees Two Lakh Only) in total, which is to be divided amongst the winners as per the rules and regulations mentioned on the Company's website or social media platforms.
- 6.4. There is no limit on the value of a single prize that may be provided to the winners of the Contest. However, no participant is eligible to win more than INR 2,00,000 (Indian Rupees Two Lakh Only).
- 6.5. The contest prize winners shall be notified of the contest result by email within not more than 90(ninety) days following the closing date of the contest, and shall receive their prizes on the date as decided by the Company, once a product development agreement has been entered into with the winners of the contest
- 6.6. Reasonable efforts will be made to contact the prize winners, but if the winners fail to respond/acknowledge the communications over email within 14 (fourteen) days

of the dispatch of such communication by the Company, or fails to meet any of the eligibility requirements or is otherwise unable to comply with the contest terms and conditions, Company reserves the right to disqualify that entrant/participant and offer the prize to the next eligible entrant/participant and thereafter, until a winner is found.

- 6.7. The results of the contest may also be announced on the Company's website within 90(ninety) days following the closing date of the contest. The announcement shall include the name and photograph of the entrant(s)/participant(s), the town or region of residence of the entrant(s) and prize details that is to be provided to each such winner.
- 6.8. The Company reserves the right to request proof of a prize winner's identity and proof of address. In the event that a prize winner fails to provide the company with proof of identity and/or address that is reasonably acceptable to the Company, the Company may withdraw the prize from such winner and select another prize winner.
- 6.9. The prizes are not transferable and no alternative to the prizes will be offered.
- 6.10. Each participant understands that each of the officials of the Company engaged in the organization and management of this Contest including its directors, officers, partners, employees, consultants, and agents are under no obligation to render any advice or service to any participant, in respect of this Contest.
- 6.11. Any tax, levies, duty, etc., as applicable on the prize money has to be paid by the winner(s) of the contest. Any payment to the winners of this contest shall be subject to withholding of applicable tax under the Income Tax Act, 1961 or any other Act in force.
- 6.12. In compliance with the Section 269SU of the Income Tax Act, any payment to the winners shall be made by way of NEFT/RTGS/IMPS or any other approved Electronic Modes only.
- 6.13. The Company makes no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to the participants/ winners in relation to any prize, merchantability or otherwise. The Company reserves the right to disqualify entrants from entering our Competitions

or prize winners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour.

## **7. Product Development Agreement**

- 7.1. As a condition to this contest, pursuant to being selected as winner of this contest, each such winner shall enter into a Product Development Agreement with the Company, in order to be rewarded with the winning cash prize as mentioned in the prize declaration communication.
- 7.2. The winners shall earnestly and diligently work with and assist the Company in developing the idea into the desired marketable product.

## **8. Obligation of Prize Winners**

- 8.1. The winner needs to submit all the details as per the requirements of the Company and within the stipulated timeframes in order to claim the prize.
- 8.2. The prize winners shall be communicated on their email address provided by them at the time of registration, of their win, within 90(ninety) days of announcing the winner on their social media platforms by the Company, and the winners shall respond to such a communication within a maximum period of fourteen (14) working days.
- 8.3. The winners shall sign such other contract as is required by the Company, to enter into an agreement to work and develop the idea with the Company into the desired marketable product.
- 8.4. The Winners warrant that the idea/entry by virtue of which he/she was declared a winner is original work of the participant and that has not been copied or amended from any existing ideas.

## **9. IP Rights**

- 9.1. You warrant to the Company that you are the original creator of your contest entries and any ideas you put forward during the content, and that you own all of the

Copyright and other IP Rights in those entries, and that our use of the entries in accordance with these rules will not infringe any third person's intellectual property rights or other legal rights.

- 9.2. You confirm that you have the right, power and authority to grant the rights set out above and that you have obtained all consents and permissions necessary to grant us the same.
- 9.3. The entrants acknowledge and agree that the Intellectual Property residing in the entry, concept and idea of the declared winners shall belong to the Company and the said winners shall not be eligible to exploit the proprietary rights in the said concept and idea in any manner whatsoever. The Company shall own and retain all Intellectual Property Rights in and in relation to the ideas/contest entries including but not limited to those created, invented, compiled, developed, adjusted, modified, changed or subsequently added by the winning entrants during the contest. The winning entrants, hereby, agree and undertake that, any part of the aforesaid rights, title or interest that is vested in the winning entrants (including moral rights) in relation to the idea/deliverable (including Third Party Materials contained therein), present or future, shall be immediately assigned and vested to the company, post announcement and acceptance of winner
- 9.4. The entrant acknowledges and agrees that it cannot use, transfer, assign, commercially exploit, inter-alia, the concept and idea as submitted in its contest entry in any manner whatsoever unless the winners of the contest are not declared and finalized. If the entrant is not declared as winner of the contest, the entrant is free to use its concept and idea as submitted in the contest entry, in any manner whatsoever
- 9.5. The winners of the contest shall enter into an agreement with the Company and also hereby agree to assign to the Company all rights (including present and future copyright and other IP rights) in their entry, concept and idea and their publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;

9.6. For the avoidance of doubt, all rights in the name and title of the Contest and the format rights and technical details for the Contest are our sole property and we may exploit the same our absolute discretion.

## **10. Miscellaneous**

10.1. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with this contest, these terms and conditions shall prevail.

10.2. The Company reserves the right to request proof of a participant's eligibility in the event that there is a doubt over his/her eligibility for the contest.

10.3. Subject to applicable laws, the Company shall not be liable for any losses, taxes, liabilities or inconvenience suffered by any participant as a result of these terms and conditions, entering into this Contest or accepting any part of the Prize thereof.

10.4. The Company shall not be liable under or in connection with these terms and conditions or for this Contest or using the Prize for any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the participant and the Company, and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

10.5. The Company accepts no responsibility for difficulties experienced in submitting an entry to this Contest. The company does not accept responsibility for (1) lost, late or undelivered entries or (2) any technical or access issue, failure, malfunction or difficulty that might hinder the ability of a participant to enter the Contest or (3) any event which may cause the Contest to be disrupted or corrupted.

10.6. The Company may (i) extend (ii) terminate or suspend the Contest at any time (iii) substitute a prize (or any part of a Prize).

10.7. Each participant consents to the use of information supplied by the participant in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the participant, by the Company.



## **11. Limitation of Liability**

- 11.1. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
- 11.2. To the fullest extent permitted by law, the Company hereby excludes and shall not have any liability to any entrant or prize winner in connection with or arising out of the contest howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence.

## **12. Confidentiality**

- 12.1. The Entrant shall not disclose to any third party regarding the business of the Company, details regarding the contest, including, without limitation any information regarding the:
- i. Specifications, or the Contest information/ details (the “Confidential Material”),
  - ii. make duplicate of any Confidential Information or any content built on the concepts confined within the Confidential Information for private use or for circulation unless requested to do so by the Company, or
  - iii. Use Confidential Information other than solely for the benefit of the Company.
- 12.2. The winning entrants hereby give express permission to the company to freely distribute its submission/entries in any publication and media whether online, offline or on the Internet. Material sent to the company including feedback and other communications of any kind as well as submission of an entry to this Contest shall be deemed to be non-confidential. The Company shall be free to reproduce, distribute and publicly display such feedback, materials without limitation or

obligation of any kind. The Company is also free to use any ideas, concepts, know-how or techniques contained in such submissions or materials for any purpose.

### **13. Publicity and Personal Information**

- 13.1. The personal information supplied by entrants while entering the Contest will be used by the Company as per its sole discretion.
- 13.2. The Company may undertake publicity activities relating to the contests and prize awards. The winner therefore permits the company to use their name, photograph and any such details of the entrants for the said purpose.
- 13.3. Any entrant may have its details removed from the company's database by contacting the company prior to the closing date of the contest. Upon removal of such details, such entrant shall forfeit its right to claim any prize(s) in this contest.
- 13.4. No fees or consideration, in any manner whatsoever, shall be payable to any entrant in relation to the use of publicity materials.

### **14. Liability and Indemnification**

- 14.1. All entries sent to the Company by the participant of the game should be 100% original and novel. In case there is a claim by a third party then the Company shall not be liable for the same and the entrant(s) shall be personally liable. The entrant agrees to indemnify and hold harmless the Company, from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered by the Company or brought or threatened against the Company, relating to the entry including legal fees due to the entrant's infringement of the intellectual property rights of any third party.
- 14.2. The entrants shall indemnify and hold harmless the Company, from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered, brought or threatened against the Company arising out of: (i) a breach by the entrant of its representations and obligations under this Agreement; (ii) any claims from any third party for breach of Intellectual Property right of any other person by the Entrant; (iii) any claims in relation to the

content of the Entrants; and/or (iv) negligence, fraud or misconduct by the Entrants in any manner whatsoever.

### **15. No Waiver**

15.1. A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

### **16. Entire Agreement:**

16.1. This Agreement and any supplemental terms, policies, rules and guidelines posted through by the the Company, including the Privacy Policy, Disclaimer, constitute the entire agreement between you and Company If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

### **17. Jurisdiction and Dispute Resolution**

17.1. Any controversy, dispute, claim, or dispute in relation to and arising out of this contest and, or pertaining to these terms and conditions shall be submitted to Arbitration under the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be **Mumbai** and the proceedings must be in English Language.

17.2. This Agreement shall be governed by the laws of India, and shall be interpreted, construed, and subjected to the exclusive jurisdiction of the courts at Mumbai alone.

### **18. Our details**

18.1. This contest is run by *WinMagic Toys Private Limited*

18.2. Our registered office is 712A, Kanakia Wall street, Chakala, Andheri Kurla Road, Andheri – East, Mumbai – 400 093

18.3. You can contact us at 022-68170800 or [info@winmagictoys.com](mailto:info@winmagictoys.com)

