

## **#YesChallenge-Terms and Conditions**

To participate in “#YesChallenge” (“Activity”) initiated by ActivKids Immuno Boosters by Cipla Health Limited (CHL), the participants need to abide by below terms and conditions:

### **Principle Rules**

1. The Activity period shall commence on 10<sup>th</sup> November 2017 at 11:00 AM (‘IST’) and will end on 17<sup>th</sup> November 2017 at 12 pm midnight (‘Activity Period’).

2. To enter the contest, the participants must log in using a valid Facebook/ Twitter/Instagram ID and follow the steps listed below:

- Like ActivKids Immuno Boosters page on Facebook:  
<https://www.facebook.com/ImmunoBoostersCipla/>

Follow on Twitter: [https://twitter.com/Immuno\\_Boosters](https://twitter.com/Immuno_Boosters)

Follow on Instagram: <https://www.instagram.com/immunoboosters/>

- Upload a photo or a video depicting your #YesMom story, using the hashtag #YesChallenge and #YesMom and tag the brand handle on the respective platforms on the contest post along with is mandatory.
  - Register on the microsite to complete the participation. Link: <http://immunoboosters.in/yes-mom/>
3. The travel expenses to and fro from the event venue and the stay expenses, if any will be borne by the contest winner/winners and CHL Ltd. will not be liable for the same.
  4. The participants should be bonafide Indian citizen, holding a valid Indian passport and is a resident of India as per the applicable laws of India aged twenty-one (21) years or above.
  5. Participants should not be under any commercial contract with any modeling agency at the time of appearing for the auditions.
  6. CHL Ltd shall reserve all rights on the photos and videos shot during the course of the event or uploaded by the participant as a contest entry.
  7. CHL Ltd reserves the right to modify/annul/ rescind the terms of the Activity at any time without any further notice.
  8. Participant’s participation in the Activity constitutes agreement to these Terms and Conditions.

9. Any information received after the Activity Period will not be considered and shall be deemed null and void.
10. CHL Ltd shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network due to which the participant(s) are unable to participate in the Activity.
11. It is construed that the participant(s) have read and understood the Terms and Conditions and have agreed to abide by the same.
12. By entering the Activity, each participant acknowledges and agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the Activity, shall be resolved individually, without resort to any form of action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and associated with entering the Activity (if any). Notwithstanding the foregoing, under no circumstances will CHL be liable for any consequential, indirect, special punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise.
13. CHL will not be responsible for any error, omission, interruption, deletion, defect in operation or transmission, communications line failure, theft, destruction or unauthorized access to, or alteration of responses occurring in relation to the conduct of the Activity. CHL will conduct the Activity on an "as is" basis and with no warranties and has no liability to the participants in relation to the accuracy or otherwise of the Activity.
14. CHL excludes all direct and indirect liability, howsoever, arising as a result of the Activity and it shall not be responsibility of CHL or any of its affiliate or agent.
15. Activity is subject to force majeure factors, and reasons beyond the control of CHL.
16. CHL shall make reasonable efforts to ensure that the participant's personal information is kept confidential. Any collection of personal information will be in accordance with CHL's privacy policy.
17. Incorrect information will result in disqualification, whether discovered prior to, during or after participation.

**General Rules:**

1. The participant should not have any criminal conviction or an arrangement or a contract that prevents the participant from participating in the Activity.
2. CHL reserves all rights to make amendments to the existing rules and regulations or withdraw the Activity, without giving prior notice. It shall be the sole responsibility of the participant to check the rules and regulations.
3. Non-conformance by the participant to any and all the rules will make such participant's entry null and void.

4. The participant shall hold harmless CHL, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the participant, in any manner whatsoever in connection with the Activity and waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
5. CHL is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma caused to the participant in any manner whatsoever, in connection to the Activity.
6. Employees of CHL and the members of their immediate family are not eligible to participate and be part of the Activity.
7. By consent it is deemed that the participants have read, understood, accepted and agree to abide with all the rules and regulations of the Activity.
8. The participant agrees that he/she shall not hold CHL and/or their employees, responsible for delays or any problem in connection to the Activity.
9. Participant hereby acknowledges and agrees that the relationship between CHL and its affiliated companies is not a confidential, fiduciary, or other special relationship.
10. The outcome of the Activity/the decision made by CHL regarding the Activity shall be final and binding on the participant and in no event shall the participant dispute the decision made by CHL and/or its employees in connection to the Activity.
11. The decision of CHL in any matter regarding the contest shall be final and binding on the participants.
12. These rules and regulations shall be construed and governed in accordance with the laws of India and any dispute any disputes arising out of this Activity shall be subject to exclusive jurisdiction of the Courts in the City of Mumbai.