

## Terms & Conditions for TOI HeyDays

The following terms and conditions govern the online campaign, “**TOI HeyDays**” (“**Campaign**”) sponsored by Times Internet Limited (“**Company**”) for the users (“**Users**” or “**You**”) of TOI through its website, msite and Android App (“**TOI Platforms**”). The Campaign is for a limited period between 12<sup>th</sup> August 2021 12:00 hours and 14<sup>th</sup> August 2021, 23:59 hours (“**Campaign Period**”).

### Campaign Terms and Conditions:

- To participate in this Campaign, you should be (i) Indian citizen and resident; (ii) 18 years of age or above; (iii) have a TOI account through any TOI Platform, and a TimesPoints account on [www.timespoints.com](http://www.timespoints.com) (“**Website**”); and (iv) follow all the terms and conditions stated below.
- These terms and conditions must be read in conjunction with the Terms of Use and the Privacy Policy of the TOI Platforms.
- In order to participate in the Campaign and be eligible for the offers, rewards and prizes (“**Prizes**”) in the Campaign, the Users must redeem maximum number of TimesPoints (“**Points**”) accumulated to their respective accounts in the TOI Platform, during the Campaign Period.
- Only completed redemptions of Points by the Users during the Campaign Period (i.e. issuance of the promo code(s) upon redemption of Points on the TOI Platform / Website), shall be considered in counting the total Points redeemed by a User.
- At the end of the Campaign Period, the Company will declare a select number of eligible Users (“**Winners**”) on the basis of highest number of Points redeemed during the Campaign Period and/or any other criteria as may be determined by the Company at its sole discretion, for awarding the Prizes.
- The number of Winners shall be decided by the Company at its discretion, who will be eligible to receive such Prizes as declared by the Company on the Website.
- Prizes will include (but are not limited to) ‘Taj Experience’ vouchers for a few lucky Winners (decided at the Company’s discretion). Such lucky Winners will be eligible to receive ‘Gift Cards’ from ‘Taj Experience’. The Gift Card can be used for stays, dining, spa appointments, and many more indulgences at certain Taj Hotels in India, subject to any terms and conditions of The Indian Hotels Co. Ltd.
- Other Winners will be eligible for gifts from various brands / merchant partners of the Company, as declared by the Company on the TOI Platform at the end of the Campaign Period.
- Prizes are sponsored by third party brands/partners and in order to avail /use the same, the Users will be bound by the terms and condition of the respective brand/ partner. The validity of the prize will also be subject to such terms and conditions.
- Users also understand that, in order to avail / receive any Prizes and/or any products / services from relevant brands / merchant partners upon redemption of Points during the Campaign Period, Users may have to pay any applicable delivery charges at sole discretion of the associated brands, and the Company has no liability in this regard.
- Prize Winners will receive promotion codes via email / sms and the same should be redeemed at the respective brand website/ store (as specified by the brand) against eligible goods or services.
- The Company shall not be liable for any actions or inactions of the third party brands/partners or any breach of conditions, representations or warranties by them or manufacturer of the products / service providers. The Company further expressly disclaims any warranties or representations

express or implied in respect of quality, safety, merchantability, fitness for a particular purpose, or legality of the products / services listed and transacted on the TOI Platforms.

- The Prizes cannot be exchanged with cash or any goods.
- The Company reserves the right to disqualify a User at any time, if he/she/they are found or suspected to have failed to abide by and/or are in breach of these terms and conditions, the terms of use of TOI Platforms or the Website, and in case of any Winners, the terms of the relevant brand / merchant partner's website / store.
- If any Prize cannot be made available to a Winner due to restrictions under applicable law or any other reasons, then in such an event the Company reserves the right to not award the prize at all.
- The Company does not make any commitment, express or implied, to respond to or entertain any feedback, suggestion, enquiries or clarifications regarding the Campaign, including without limited to the Prizes, number of eligible Winners, manner of determining Winners number of Points redeemed etc.

#### **General Terms:**

- The Company reserves all rights to amend/ uphold any policy/ permissions pertaining to the campaign without any prior notice.
- The participation in this Campaign is purely voluntary. By participating, You are deemed to have fully and unconditionally accepted these terms and conditions in addition to the terms of use and the privacy policy of the TOI Platforms and the Website.
- Employees and family members of employees of the Company may participate in the Campaign for redeeming their Points and availing any offers, deals etc., *provided however*, such persons will not be eligible to receive any Prizes.
- Each User (winner) will be eligible for a single Prize only.
- The details of the Prize will be sent to the Winners through their registered e-mail/ mobile number and the Company shall not be responsible in the event such User makes an error in submitting the accurate e-mail/ mobile number/ address. In the event such User provides incorrect information (email/ mobile/ address), and is unable to receive the Prize, the Company reserves the right to disqualify the winner and forfeit such Prize. Company may require submission of certain identification documents such as photo ID and/or address proof, which the User shall forthwith provide. The grant of the Prize shall be conditional on the submission of documents and verification by the Company including any background / social verification, in accordance with law.
- Any user providing any incorrect information or concealing/withholding any information from Company with intent to participate and/or be chosen as a winner of the Campaign will automatically be disqualified from participating in it and being chosen as the winner of any Prize.
- In no event, the entire liability of Company for any dispute, claim or liability etc. arising in connection with the Campaign shall exceed the prize amount that the relevant User is entitled to under the Campaign, i.e. for the Prize.
- Company shall, in no event be liable for any incidental, consequential and financial losses/damages in any event whatsoever.
- User shall indemnify and keep indemnified, defend and hold harmless the Company and its officers, directors, employees, customers, affiliates and agents from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Company may incur, pay or become responsible for as a result of breach or alleged breach of User's representations or obligations, fraud, misuse of TOI Platforms or Website, any failure by the User to comply with applicable law and any third party claim in respect of misuse

of any information of a third party. Company reserves the right to bar/ discontinue access of the TOI Platforms and/or the Website by a User, if in the discretion of the Company, such user commits/ threatens to commit a fraud and/or makes a misrepresentation.

- This Campaign is being extended for a limited period. However, the Company reserves the right in its sole discretion to discontinue, cancel or suspend the Campaign at any time without any prior intimation.
- All applicable government levies, including GST, income tax etc. in connection with the grant of the Prize will be borne and payable by the Winners. Company may at its discretion require the Winners to pay relevant taxes, other amounts in advance, to be eligible to redeem the promotion code and/or receive the prizes.
- The Company reserves the right to modify these terms and conditions including the Campaign Period, Prize(s) and/or the number of Winners at any time without any prior intimation.
- The Prizes in this Campaign cannot be combined with any other promotions or offers by the Company on the TOI Platform and/or the Website.
- The grant of the Prizes shall be at the sole and undisputed discretion of the Company. No queries/complaints whatsoever in this regard will be entertained.
- You expressly understand and agree that the Company shall not be liable or responsible in any manner for: (1) failed, returned or misdirected notifications based on inaccurate information provided by you in connection with your participation in the Campaign; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications, utility or communication failures, failure/crash of any technical hardware or app or software. (4) failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Campaign; (5) any technical malfunctions of the telephone network, computer online system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or in connection with this Campaign.
- The Company will be entitled to reject a claim of any User in the event of any irregularity or dispute, or where the Campaign is being misused by any User, without any obligation of paying any compensation whatsoever. In this respect, the decision of the Company alone shall be final and binding.
- Company will not be responsible for any issues raised pertaining to any Prizes once the relevant codes have been issued / provided to the relevant Winners.
- In case of any concern please get in touch with customer care of concerned brand / merchant.
- This document shall be governed by, subject to and construed in accordance with the laws of India. Any disputes arising under this document or from the Campaign shall be subject to the sole and exclusive jurisdiction of courts in Delhi, India.