

## **Terms & Conditions:**

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

(i) These terms and conditions apply to the "Frontier's Summer Bonanza Scheme" programme (hereinafter referred to as "Contest") sponsored and launched by Frontier Biscuit Factory Pvt. Ltd. for consumers wherein consumers can participate by purchasing products worth Rs. 750/- or more and will get a scratch card with either an assured prize of canvas bag or a chance to win prizes mentioned here below;

(ii) The contest has 4000 assured prizes and 266 summer bonanza prizes and winner will be selected for one of the following prizes;

- One winner will be selected for One Apple iPad
- Two winner will be selected for one Voltas AC 1.5 ltrs for each winner in this category.
- Three winner will be selected for one Samsung Mobile J7 Max for each winner in this category.
- Ten winner will be selected for one Mixer Grinder for each winner in this category.
- One Hundred winner will be selected for one Back Packs for each winner in this category.
- One Hundred Fifty winner will be selected for one School Bags for each winner in this category.
- Four Thousand assured prizes of one Canvas bags/Jhola Bags for each winner in this category.

(iii) The contest is valid only in India and valid from 01/06/2018 to 10/07/2018, (herein after referred as "Contest Period").

(iv) All IPR rights including trademark, copy right and designs used of the prizes are the property of their respective owners. Frontier Biscuit Factory Pvt. Ltd. has not taken any permission to use any of the product images, name, logo etc.

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

(vi) 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.frontierbiscuit.com](http://www.frontierbiscuit.com) ("Contest Website"). The decisions of Frontier Biscuit Factory Pvt. Ltd. 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) Frontier Biscuit Factory Pvt. Ltd. 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) Frontier Biscuit Factory Pvt. Ltd. reserves the right to terminate, modify or extend the Contest and/or deletion or addition of any of the terms and conditions of the Promo, at any time at its absolute discretion, without advance notice and / or assigning any reason thereof. All decisions of Frontier Biscuit Factory Pvt. Ltd. in respect of the Contest and the prizes therein will be final, binding and conclusive.

### 3. Eligibility:

(i) This Contest will be open to all the residents of India with the exception of employees, their immediate family members, dealers, and any other channel partner of Frontier Biscuit Factory Pvt. Ltd.

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

(iii) Frontier Biscuit Factory Pvt. Ltd. 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), Frontier Biscuit Factory Pvt. Ltd. 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 01/06/2018 to 11:59PM on 10/07/2018.

(ii) Time of participation will be defined as the time at which the entry is received through Frontier Biscuit Factory Pvt. Ltd. Shopping Zone.

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

(iv) The contest shall be valid on all SKU's except all of the following SKUs of Frontier Biscuit Factory Pvt. Ltd.

1. All Kaju Pista Biscuit SKU's
2. All Dry Fruit Biscuit SKU's
3. All Rusk SKU's

### 5. Assured Prize:

During the Contest Period 266 Participants will be chosen for different prizes as mentioned above and rest of the participants will get assured canvas bag prize.

### 6. How to Participate:

- (i) Any participant can enter the contest by buying products of Frontier Biscuit Factory Pvt. Ltd. from its shopping zone of MRP Rs. 750/- or more (Minimum three different variants are required)
- (ii) The participant will then be given a scratch card which will either have an assured prize of one canvas bag or a chance to win one of the other prizes mentioned above (**Point 1 (ii)**)

#### 7. Winner Selection:

##### a) Assured Prize

(i) After scratching the card, if the card has canvas bag mentioned on it, then it will be given to the customer there and then.

##### b) Other Prizes

(i) Prizes will be given in 1<sup>st</sup> forth night of August,2018, subject to the winner satisfying the verification process of Frontier Biscuit Factory Pvt. Ltd.

(ii) 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.

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

(iv) Frontier Biscuit Factory Pvt. Ltd. shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and Frontier Biscuit Factory Pvt. Ltd. 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. If any Participant has any grievance with respect to the prize, he/she may directly contact the manufacturer of the product.

(v) The image of the prize depicted on the press ads/posters etc. are for illustrative purposes only and the actual prize may vary from the depiction made.

(vi) Frontier Biscuit Factory Pvt. Ltd. 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 Frontier Biscuit Factory Pvt. Ltd., and under no circumstances, Frontier Biscuit Factory Pvt. Ltd. shall be liable to pay any compensation whatsoever for such losses.

(vii) The winner generation will be done on the basis of Valid Batch Code Number + Invoice number + Scratch Card + other requisite and necessary documents in connection thereof.

8. Contacting Winners of other than assured prizes:

(i) On winning any of the other prize in scratch card, the scratch card holder will be declared as the Winner and Frontier Biscuit Factory Pvt. Ltd. shall process the prize for the winner.

(ii) To process the prize for the winner Frontier Biscuit Factory Pvt. Ltd. shall call the shortlisted winner. 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 canceled 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 (v) shall apply.

(iv) If any shortlisted winner remains unreachable on the third attempt or is not interested in continuing in the Contest or is otherwise ineligible to participate, no prize shall be declared in respect of the contest.

(v) 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. Original winning scratch card with prize clearly visible that was won by the consumer in the contest.
2. Copy of Address proof (Electricity bill or Mobile Bill)
3. Copy of cash invoice.

This will be referred to as Participation Package for the winner. The completed Participation Package needs to be sent by registered post with 'Acknowledgement Due' to the address mentioned below or by courier so as to reach within 7 days of the call made by Frontier Biscuit Factory Pvt. Ltd. to the selected winner:

**Address :**

**Summer Bonanza Scheme,**

**Frontier Biscuit Factory Pvt. Ltd.**

**Corporate Office :**

**A-6/1 Paschim Vihar,**

**New Delhi – 110063**

(vi) Upon receipt of the Participation Package, Frontier Biscuit Factory Pvt. Ltd. shall scrutinize all documents. If all the documents and the scratch card submitted are in order and valid then be treated as a Confirmed Winner.

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

(viii) The cost and expenses of postage shall be borne by the participant himself. Frontier Biscuit Factory Pvt. Ltd. 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 Frontier Biscuit Factory Pvt. Ltd. lies solely with the participants.

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

(x) No claim from the nominee or legal heirs, of the Confirmed Winner shall be entertained for receiving the prize.

(xi) After scrutinizing all documents and confirming the winner, the prize shall be handed over to the confirmed winner at the shopping zone from where the purchase was made and the scratch card received.

(xii) After handing over the prize, Frontier Biscuit Factory Pvt. Ltd. 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 Frontier Biscuit Factory Pvt. Ltd., and under no circumstances, Frontier Biscuit Factory Pvt. Ltd. shall be liable to pay any compensation whatsoever for such losses.

(xiii) Frontier Biscuit Factory Pvt. Ltd. shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and Frontier Biscuit Factory Pvt. Ltd. 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. If any Participant has any grievance with respect to the prize, he/she may directly contact the manufacturer of the product.

#### 9.Publicity:

(i) The Participant/s undertake and irrevocably and unconditionally permit Frontier Biscuit Factory Pvt. Ltd. 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 Frontier Biscuit Factory Pvt. Ltd., participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize,

free of charge, and they consent to Frontier Biscuit Factory Pvt. Ltd. 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 FRONTIER BISCUIT FACTORY PVT. LTD. at all times. FRONTIER BISCUIT FACTORY PVT. LTD. or any person or entity permitted by FRONTIER BISCUIT FACTORY PVT. LTD. 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 FRONTIER BISCUIT FACTORY PVT. LTD. upon submission and become the property of FRONTIER BISCUIT FACTORY PVT. LTD. exclusively. FRONTIER BISCUIT FACTORY PVT. LTD. may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of FRONTIER BISCUIT FACTORY PVT. LTD.

#### 11. General Conditions

1. Products are available for purchase without scheme as well.
2. 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.
3. The decision of FRONTIER BISCUIT FACTORY PVT. LTD. as regards the selection of winners and distribution of the prizes shall be final, subject only to FRONTIER BISCUIT FACTORY PVT. LTD.'s approval. No correspondence or any other claims whatsoever, in this regard will be entertained.
4. No queries, claims, dispute, complaints or grievances shall be entertained by FRONTIER BISCUIT FACTORY PVT. LTD. after 30 days from the date of the closure of the contest.
5. The prize cannot be exchanged, and is not transferable and cannot be converted into cash.
6. FRONTIER BISCUIT FACTORY PVT. LTD. shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and FRONTIER BISCUIT FACTORY PVT. LTD. 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. If any Participant has any grievance with respect to the prize, he/she may directly contact the manufacturer.

7. FRONTIER BISCUIT FACTORY PVT. LTD. 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 FRONTIER BISCUIT FACTORY PVT. LTD. in this regard and in general with respect to this Contest and the terms and conditions thereto shall be final, binding and conclusive.

8. Nothing contained herein amounts to a commitment or representation by FRONTIER BISCUIT FACTORY PVT. LTD. to conduct further Contests.

9. The decision of FRONTIER BISCUIT FACTORY PVT. LTD. 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 FRONTIER BISCUIT FACTORY PVT. LTD. and the Participant shall not have the authority to bind FRONTIER BISCUIT FACTORY PVT. LTD. in any manner whatsoever.

10. FRONTIER BISCUIT FACTORY PVT. LTD. or any of its respective officers/employees/directors shall not be responsible for delayed, lost, mutilated, corrupted or illegible documents etc.

11. FRONTIER BISCUIT FACTORY PVT. LTD. 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.

12. FRONTIER BISCUIT FACTORY PVT. LTD. shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Contest due to any government restrictions.

13. 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 FRONTIER BISCUIT FACTORY PVT. LTD.

14. FRONTIER BISCUIT FACTORY PVT. LTD. accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, 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. FRONTIER BISCUIT FACTORY PVT. LTD. shall not be liable for any consequences of user error including (without limitation) costs incurred.

15. 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.

16. The prize will be distributed through the Authorized Dealer of FRONTIER BISCUIT FACTORY PVT. LTD.

17. The participation in the Contest is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.

18. 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.

19. Validity of Prize cannot be extended, OR new Prize cannot be provided against the expired/unused Vouchers.

20. This offer is available only to qualifying Frontier Biscuit Factory Pvt. Ltd. customers only.

21. During the contest period,

- One winner will be selected for One Apple iPad
- Two winner will be selected for one Voltas AC 1.5 ltrs for each winner in this category.
- Three winner will be selected for one Samsung Mobile J7 Max for each winner in this category.
- Ten winner will be selected for one Mixer Grinder for each winner in this category.
- One Hundred winner will be selected for one Back Packs for each winner in this category.
- One Hundred Fifty winner will be selected for one School Bags for each winner in this category.
- Four Thousand assured prizes of one Canvas bags/Jhola Bags for each winner in this category.

22. Any additional costs to be incurred due to natural calamities, political disturbance, accidents or any unforeseen circumstances shall not be borne by FRONTIER BISCUIT FACTORY PVT. LTD.

23. 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.

24. All disputes arising out of or in connection to this scheme are subject to exclusive jurisdiction of the courts in Delhi only.

12. Release and Limitations of Liability:

(i) FRONTIER BISCUIT FACTORY PVT. LTD. 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 FRONTIER BISCUIT FACTORY PVT. LTD. 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) FRONTIER BISCUIT FACTORY PVT. LTD. accept no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself, authorized dealer 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 FRONTIER BISCUIT FACTORY PVT. LTD. and/or dealers 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 FRONTIER BISCUIT FACTORY PVT. LTD. or the dealer on account of such act on the part of the Participant.

(v) In consideration of FRONTIER BISCUIT FACTORY PVT. LTD. 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 FRONTIER BISCUIT FACTORY PVT. LTD. , 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 Delhi 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 FRONTIER BISCUIT FACTORY PVT. LTD. and/or Partners of this Contest, shall be governed and construed in accordance with the laws of the Republic of India.