

Frontier Biscuit Factory Pvt. Ltd. Loyalty Program

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY AS YOUR USE OF SERVICE IS SUBJECT TO YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS ("TERMS"). BY SUBSCRIBING TO OR USING ANY OF OUR SERVICES YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND ARE BOUND BY THE TERMS, REGARDLESS OF HOW YOU SUBSCRIBE TO OR USE THE SERVICES. IF YOU DO NOT WANT TO BE BOUND BY THE TERMS, YOU MUST NOT SUBSCRIBE TO OR USE OUR SERVICES.

Introduction

YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF THE AGREEMENT LISTED BELOW OR AS MAY BE REVISED FROM TIME TO TIME, WHICH IS, FOR AN INDEFINITE PERIOD AND YOU UNDERSTAND AND AGREE THAT YOU ARE BOUND BY SUCH TERMS TILL THE TIME YOU ACCESS THE FRONTIER BISCUIT FACTORY PVT. LTD.LOYALTY PROGRAM. IF YOU WANT TO ASK US ANYTHING ABOUT THESE TERMS & CONDITIONS OR HAVE ANY COMMENTS OR COMPLAINTS ON OR ABOUT OUR FRONTIER BISCUIT FACTORY PVT. LTD.LOYALTY PROGRAM, PLEASE WRITE TO US AT FEEDBACK@FRONTIERBISCUIT.COM

Terms and conditions of use of Frontier Biscuit Factory Pvt. Ltd. Loyalty Program

1. Loyalty Program Details

- I. The offer is valid only for successful/approved transactions. In case of any cancellation of bill/unsuccessful/unapproved transaction, the points earned will stand cancelled.
- II. Earn 1 point per Rs.100/- and/or multiple of Rs.100/- only, spent at a Frontier Biscuit Factory Pvt. Ltd. outlet. For example, if your purchase products worth Rs.110/-, Rs.160 or Rs.195/- you will get 1 point and if you purchase products worth Rs.200/- or Rs.250/- then you will get 2 points. On purchase of products less than Rs.100/- you will not get any points on that transaction. For complete list of exclusive Frontier Biscuit Factory Pvt. Ltd.outlets please visit <http://www.frontierbiscuit.com/shopping.aspx>.
- III. The points earned in a transaction can be redeemed only in the next transaction.

- IV. 1 Loyalty point = Rs.1/-. Point earned can be redeemed from the second transaction onwards. You can redeem points from the second transaction onwards only and redemption shall be in multiple of 100 points only.
- V. Minimum of Rs.100/- single purchase bill value is required to redeem points.
- VI. Your mobile number is your unique Frontier Biscuit Factory Pvt. Ltd. Loyalty program membership number. Membership is not transferable and membership facilities/benefits can be availed of by the member alone.
- VII. Redemption can be done only by submitting the OTP sent to your mobile number while billing.
- VIII. Frontier Biscuit Factory Pvt. Ltd. will ensure to keep member information confidential; however, Frontier Biscuit Factory Pvt. Ltd. is entitled to share any such information.
- IX. Membership benefits are valid for shopping at Exclusive Frontier Biscuit Factory Pvt. Ltd. outlets only. Membership benefits not valid for shopping in non-exclusive outlets. For complete list of exclusive Frontier Biscuit Factory Pvt. Ltd. outlets please visit <http://www.frontierbiscuit.com/shopping.aspx>.
- X. Membership to Frontier Biscuit Factory Pvt. Ltd. Loyalty program is valid for each financial year only (starting from 1st of April of every calendar year to 31st March of the subsequent calendar year) and there shall be no discussions on this issue in whatsoever circumstances.
- XI. All points to be redeemed by the member within each Financial year period or else the unused points will expire, lapse and reduced to nil at the end of every financial year.
- XII. Frontier Biscuit Factory Pvt. Ltd. reserves the right to refuse membership to any customer without assigning any reasons.

2. Terms and Conditions

- I. By participating in this Frontier Biscuit Factory Pvt. Ltd. Loyalty Program, participants fully and unconditionally agree to and accept these Terms and Conditions available on www.frontierbiscuit.com ("Website"). The decisions of Frontier Biscuit Factory Pvt. Ltd. will be final and binding in all matters related to the Loyalty Program.
- II. Products are available for purchase without Frontier Biscuit Factory Pvt. Ltd. Loyalty Program membership as well.

- III. You also agree and confirm to provide true, accurate, current and complete information about yourself as prompted by Frontier Biscuit Factory Pvt. Ltd. Loyalty Program registration or guest details (such information being the "Registration Data").
- IV. You also agree and confirm to maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Frontier Biscuit Factory Pvt. Ltd. has reasonable grounds to suspect that such information is untrue, inaccurate, and not current or not in accordance with the User Agreement, Frontier Biscuit Factory Pvt. Ltd. has the right to indefinitely suspend or terminate your membership.
- V. 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 Participants by virtue of them having voluntarily participated in the Loyalty Program.
- VI. Frontier Biscuit Factory Pvt. Ltd. shall not be liable for any loss or damage of the membership points 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 membership and Loyalty Points cannot be exchanged, and is not transferable and cannot be converted into cash. Membership to Frontier Biscuit Factory Pvt. Ltd. Loyalty program is valid for each financial year only (starting from 1st of April of every calendar year to 31st March of the subsequent calendar year) and there shall be no discussions on this issue in whatsoever
- VIII. Frontier Biscuit Factory Pvt. Ltd. reserves the right to change, defer, alter or cancel this Loyalty Program 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 program and the terms and conditions thereto shall be final, binding and conclusive.
- IX. Nothing contained herein amounts to a commitment or representation by Frontier Biscuit Factory Pvt. Ltd. to conduct further Loyalty Programs hence there shall be no discussions on this topic.

- X. Frontier Biscuit Factory Pvt. Ltd. shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Loyalty program due to any government restrictions.
- XI. Frontier Biscuit Factory Pvt. Ltd. accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected information, entries, 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.
- XII. If a Participant is dissatisfied with the Loyalty Program Membership or the Loyalty Program Membership rules and/or any content or any requirements of the Loyalty Program Membership, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Loyalty Program Membership.
- XIII. The participation in the Loyalty Program Membership is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.
- XIV. Validity of Points cannot be extended, OR new Points cannot be provided against the expired/unused Points.
- XV. 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.
- XVI. All disputes arising out of or in connection to this scheme are subject to exclusive jurisdiction of the courts in Delhi only.

3. 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 Frontier Biscuit Factory Pvt. Ltd. Loyalty Program Membership.
- II. By entering the Frontier Biscuit Factory Pvt. Ltd. Loyalty Program Membership, 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 Frontier Biscuit Factory Pvt. Ltd. Loyalty Program Membership.
- IV. The Participant shall be solely responsible for any consequences which may arise due to his/her participation in the Frontier Biscuit Factory Pvt. Ltd. Loyalty Program Membership 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 Frontier Biscuit Factory Pvt. Ltd. Loyalty Program Membership, 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 or related to the Frontier Biscuit Factory Pvt. Ltd. Loyalty Program Membership

4. 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 Frontier Biscuit Factory Pvt. Ltd. Loyalty Program Membership 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 Frontier Biscuit Factory Pvt. Ltd. Loyalty Program Membership, shall be governed and construed in accordance with the laws of the Republic of India.