Terms and Conditions

By participating in the contest/ promotion, it is deemed that the participant(s) have agreed to all the terms & conditions mentioned herein:-

- 1. Contest/ promotion is open only for entries received between March 5 to March 19, 2016. Thereafter, Yum Restaurant India Pvt. Ltd. ("Yum")/KFC will not be legally obligated to honor the entries for their participation in the contest/ promotion.
- 2. The contest/ promotion is open only for Indian citizens who are residing in India.
- 3. Yum/KFC's employees and relatives of the employees are not eligible to participate in this contest/ promotion.
- 4. The name of the winners will be published on <u>www.chizzamillionmania.com</u> between March 10, 2016 to April 10, 2016.
- 5. Offers can be redeemed only on KFC Chizza Meal or KFC Chizza Bites Meal available at a price of Rs 199 plus all applicable taxes or Rs 215 plus applicable taxes depending upon the geography you avail the offer in. Prices may vary according to store or region.
- 6. Offers NOT valid across all airport stores or Medicity Gurgaon.
- 7. Offers valid on dine-in and takeaway only.
- 8. The offers cannot be clubbed redeemed for cash or clubbed with any offer or promotion being run by Yum/KFC.
- 9. It is mandatory to announce the offer before placing the order for its redemption.
- 10. The winners will be decided by Yum/KFC team and their decision will be final.
- 11. The prizes offered in this promotion/ contest will be sponsored and distributed by Yum/ KFC. The Prize/s offered in this promotion/ contest may be given to the winner(s) during a special event, the venue, date and time of which shall be announced by the Yum /KFC, at their sole discretion, subsequent to the completion of the promotion/ contest.
- 12. Yum/KFC reserves the right to demand production of such documentary evidence from the winner to satisfy itself of his/her identity and genuineness or to even waive the requirement of such documentary evidence.
- 13. Further, winners must furnish a valid Indian PAN Card copy to claim the prize amount, or prize, irrespective of the value of the same, failing which the winner's prize shall be forfeited, or the prize shall be rolled over to the next eligible participant, at the sole discretion of Yum /KFC.

- 14. The participant(s) or winners hereby undertake to provide and/or execute any documents as may be deemed necessary by Yum /KFC to effectively carry out his/her obligations under the contest/ promotion and/or its terms.
- 15. In the event winner(s) indicates that he/she is not interested in continuing in the promotion/ contest and claiming his/her prize, or if the winner does not attend the call, or is unreachable consecutively for 3 (Three) days, then his/her entry in the contest/ promotion stands cancelled and the he/she will not be eligible to receive the prize. An SMS confirming the cancellation of entry will be sent to the mobile no. provided by him/her.
- 16. The winner(s) must, at the request of Yum /KFC, participate in all promotional activity (such as publicity and photography) free of charge, and they consent to Yum /KFC using their name and image in all promotional materials.
- 17. The participants undertake and irrevocably and unconditionally permit Yum /KFC to post the contest/ promotion through various media including newspapers, radio, television including news and other channels, internet, point of sale materials, etc., and the participants shall not raise any objection, protest or demur whatsoever to such coverage or in this regard.
- 18. Yum /KFC shall, under no circumstance, redeem the prize won with any other product.
- 19. This contest/promotion cannot be clubbed with any other offer or promotion being run by Yum /KFC.
- 20. Prize shall be subject to deduction of taxes as may be applicable from time to time.
- 21. All incidental costs/taxes/levies related to the Prize(s) shall be exclusively borne by the winner including but not limited to TDS, Gift tax (if any), and any other taxes applicable by the government Central, State or Municipal. Yum /KFC accepts no responsibility for any tax implication that may arise from acceptance of the prize winnings.
- 22. Yum /KFC reserves its right at its sole discretion to cancel, terminate, postpone, modify or suspend the contest/ promotion in whole or in part at any time including if, for any reason, the contest/ promotion is not capable of running as planned, including due to any technical failure or any other causes beyond the control of Yum /KFC and will not be liable for any consequential losses/damages. All winners and/or participants agree that no claims or complaints may be raised against Yum / KFC, or any of their affiliates, representatives, associates etc. in this respect. Any decision of Yum /KFC in this regard and in general with respect to this promotion/ contest and the terms thereto shall be final, binding and non-contestable.
- 23. Contest/ promotion is subject to Force Majeure conditions and Yum/ KFC shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute,

- war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- 24. Yum /KFC accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, communication, documents, 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.
- 25. Yum /KFC will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or damage to property, which is suffered or sustained in connection with the contest/ promotion.
- 26. By entering the promotion/ contest, participants confirm and waive the applicability of rules and regulations of the **National Do Not Call Registry** and agree to receive promotional messages from Yum /KFC, as they may in their sole and absolute discretion decide.
- 27. If a participant(s) is dissatisfied with the promotion/ contest or the promotion terms, his/her sole and exclusive remedy is to not participate in the Promotion/ contest.
- 28. Yum /KFC reserves the right to change/modify/amend the terms and conditions of the promotion/ contest at any time at its sole discretion.
- 29. All disputes related to this offer/ promotion will be subject to the exclusive jurisdiction of courts of New Delhi only.