Terms and Conditions

By entering the "Sip Face Challenge" (hereby known as "Contest"), you (hereby known as "Contestant") agree to the following terms and conditions;

1. Standard Terms

- a. This Contest is organized by Tata Starbucks Private Ltd. (Hereby known as "Starbucks India").
- b. The Contest is open to all residents of India aged 18 years or over, except Permanent and/or contract employees of Starbucks India (including its associated and related companies) and their immediate family members (children, parents, brothers and sisters, including spouses)
- c. The Contest will be held from 10th June, 2016 until 21st July, 2016, commencing from ("Contest Period"): Time 11:00 am (IST) on 10th June, 2016 and ending at 11:59 pm (IST) on 21st July, 2016.

2. Submission of Entries and Qualifying Criteria

- a) A person who submits an entry <u>www.starbucksfunventures.in</u> to participate in The Contest is considered a "Contestant" for the purposes of these Terms and Conditions.
- b) Contestant may submit multiple entries.
- c) No proof of purchase from the Starbucks Store is required to join The Contest.
- d) The Contest mechanics
 - The Contestant should click a picture/shoot a video as per the challenges listed on www.starbucksfunventures.in
 - Contestant to upload the pic/video on <u>www.starbucksfunventures.in</u>
 - The pictures/video need to be as per theme listed on www.starbucksfunventures.in
 - The pictures need to be keeping in mind the theme for every week:

Contest start	Weekly Theme	Contest end date –	Winner announcement
date – Week		Week wise	
wise			
10 th June 2016	Date with the sun	16 th June 2016	21 st June 2016
17 th June 2016	Love for my city	23 rd June 2016	28 th June 2016
24 th June 2016	Miss you	30 th June 2016	5 th July 2016
1st July 2016	Beat the heat	7 th July 2016	12 th July 2016
8 th July 2016	Be creative	14 th July 2016	19 th July 2016
15 th July 2016	With your best friend	21 st July 2016	26 th July 2016

- e) The winners will be determined by the judging criteria:
 - Originality The moment captured in the photograph/video must be original and owned by the Contestant.
 - Theme The photograph/video should be relevant and must fit well with the theme it has been submitted in.
 - Message The story and message behind the picture should be interesting and should be easily conveyed through the photograph/video.
 - Composition This brings all the visual elements together to express the purpose of the photograph/video. Proper composition holds the viewer in the photograph/video and prompts the viewer to look where the creator intends.
 - Impact The sense and emotion one gets upon viewing the photograph/video for the first time. Strong photograph/video evoke laughter, sadness, pride, joy, and intrigue among others.

- Technique (Colour balance/light/depth of field) Colour balance supplies harmony to a photograph/video, good lighting enhances a photograph/video and a photograph/videos depth of field can be played with to focus on certain elements within a photograph/video. A perfect blend of these factors will increase the chances of a photograph/video to be qualified as winner.
- f) Entries that are incomplete, illegible and/or fraudulent will be disqualified immediately.
- g) The decision of the winners of the Contest is final. No correspondence will be entertained.
- h) The Contestant automatically relinquishes all rights or claim to any photos or videos submitted and agree for these materials to be used by Starbucks India for the purpose of advertising and promoting the product or event.
- i) Starbucks India has the right to amend the Rules and Terms and Conditions of the Contest at any time without prior notice and/or reason.
- j) Starbucks India reserves the right to request the Contest winners to provide proof of identity & print out of the photograph submitted by them, in order to claim the prize. Should the Contest winner be unable to confirm and authenticate his or her identity, the Contest winner will be automatically disqualified and the Contest winner will not receive any substitute prize.
- k) Starbucks India reserves to rights to use the names and pictures of Contestant(s) in any medium for publicity.

3. Prizes

- a) 5 best entries will be selected every week, a total of 30 over 6 weeks, these winners will receive Starbucks Cards pre-loaded with INR 300.
- b) The decision of Starbucks India shall be final and binding on the Contest winners.
- c) Starbucks India reserves the right to alter, modify or change the prizes at any point of time.
- d) The prizes cannot be altered, modified, exchanged, substituted or redeemed by the Contestant for cash at any point of time.
- e) Starbucks India, partners and/or the prize sponsors are not liable or responsible in any manner whatsoever for the quality, guarantee, merchantability, representation or warranty, whether implied or otherwise, as to the fitness of the prize, its value, enjoyment, condition, quality or fitness for any purpose. The prizes are awarded on an 'as is' basis and Starbucks India, partners and/or the prize sponsors shall not be held liable in any manner whatsoever for any of the above.
- f) In the event that a breach of the rules has been discovered after the judging and the award of prizes, Starbucks India will request the return of the prize and will chose another winner.
- g) Only Contestants residing in India & who have a valid postal address in India are eligible for this contest.
- h) The winner names will be announced on Starbucks India Facebook & Twitter Page and on www.starbucksfunventures.in
- i) All winners will be notified through an email which the contest shared while entering the contest intimating them that they have won, to which they must respond with their name and complete postal address.
- j) Once the winner responds to the mail with his or her complete details and the postal address, the prize will be couriered to the winners at their postal address sent on email.

Winner	Direct message sent to	Last day for winner to
Announcement	winners	respond
Date		
21st June 2016	21 st June 2016	28 th June 2016
28 th June 2016	28 th June 2016	5 th July 2016
5 th July 2016	5 th July 2016	12 th July 2016
12 th July 2016	12 th July 2016	19 th July 2016
19 th July 2016	19 th July 2016	26 th July 2016
26 th July 2016	26 th July 2016	2 nd August 2016

- k) The winner will receive the courier within 14 (fourteen) working days, on the address provided by the winner.
- I) Once winners receive their prize Starbucks India shall not be responsible for Lost/stolen/tampered gifts

4. Contest Rules and Regulations

- a) By participating in the Contest, Contestant agrees to be bound by The Contest Terms & Conditions, and the decisions of Starbucks India.
- b) All chosen winners have to be agreeable to participate in the Contest with rights under Starbucks India.
- c) Starbucks India reserves the rights at any point of time to alter the Terms & Conditions of the Contest or any prizes offered or cancel any Contest if it is no longer able to run the Contest due to reasons beyond its control, subject to state legislation.

5. Copyright and Intellectual Property

- a) Starbucks India hereby authorizes Contestants to copy materials published by it on official fan pages of Starbucks India for non-commercial use only, provided any copy of these materials which you make shall retain all copyright and other proprietary notices and any disclaimer contained thereon and on official fan pages of Starbucks India.
- b) Nothing contained herein shall be construed as conferring by implication, estoppels or otherwise any license or right under any patent or trademark of Starbucks India or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Starbucks India copyright.
- c) Should any viewer of a Starbucks India published document respond with information related to this Contest and shall include feedback data such as questions, comments, suggestions, or the like regarding the content of any such Starbucks India material, such information shall be deemed to be non-confidential and we shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation. We shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

6. DISQUALIFICATION

- a) Starbucks India reserves the right at its sole discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest, to be acting in breach or potential breach of these Contest Terms and Conditions. No correspondence shall be entertained. Starbucks India further reserves the right to cancel, modify, suspend or delay the Contest in the event of unforeseen circumstances beyond its reasonable control.
- b) Submissions which do not relate to the topic will be automatically disqualified. Entries shall not contain any material and/or statement which violates or infringes in any way upon the rights of others which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable law. Entries failing to comply with this provision will be disqualified without prior notification.

7. JUDGING

- a) By participating in the Contest, Contestant agree to be bound by the Terms and Conditions set therein and any decision made by the judges of Starbucks India.
- b) Contest Winners are fully responsible for any injuries, damages or claims as a result of their participation in the contest, usage of their prizes and/or collection of their prizes. Starbucks India accepts no responsibility for lost, misdirected, illegible, late, mutilated or altered entries. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Entries that do not comply with these terms and conditions will be disqualified.

8. VARIATION

- a) Starbucks India reserves the right to amend, delete or add to the Terms and Conditions of the Contest at any time without giving any prior notice to any party.
- b) All applicable laws of India and regulations shall apply to this Contest.
- c) In case of dispute this Contest shall be governed and construed in accordance with Indian laws and are subject to the exclusive jurisdiction of Competent Courts at Mumbai only.

9. CONFIDENTIALITY

- a) Any Contestant Personal Data provided by Contestant to Starbucks India in connection with the Contest shall be kept confidential except to any activities mentioned in this Terms and Conditions. Starbucks India shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Contestant Personal Data.
- b) The Starbucks India Privacy Policy resides here: http://www.starbucks.in/about-us/company-information/online-policies/privacy-statement

10. CONTACT FOR CLARIFICATION

a) For information/clarification/queries, please contact us at: <u>marketing@tatastarbucks.com</u> with your query clearly mentioned as the subject of your e-mail.