

SUPERMILK ODI VILAYADU PAAPA CONTEST

TERMS AND CONDITIONS

ABOUT THE CONTEST

1. The “Odi Vilayadu Paapa Contest” (the “Contest”) is organised by ITC Limited (“ITC”).
2. Participants participating in the Contest shall individually be referred to as “Participant” and collectively as “Participants”.
3. This Contest is open only for Indian citizens below the age of 18 who are currently residing in the state of Tamil Nadu, India.
4. Participants can participate in the Contest only with the consent of their parent(s)/legal guardian. Participant’s parents(s)/legal guardian hereby provide consent on their behalf to enter into the Contest. By participating in the Contest, the Participants agree that consent from parent(s)/legal guardian has been taken. Failure to provide such consent will result in disqualification from this Contest.
5. Participation in this Contest is purely voluntary. By participating in this Contest, each Participant is deemed to have accepted the complete terms and conditions of this Contest available on https://sunfeast.addng.plus/supermilk/odi_vilayadu_paapa/index_en.html?utm_source=tnc well as the decisions of ITC, which are 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.
6. ITC reserves right to terminate, modify or extend this Contest, at its absolute discretion, without assigning any reason whatsoever including extending, withdrawing, or discontinuing the same without notice, at its sole and absolute discretion and without any liability. All decisions of ITC in respect of the Contest and the prizes therein will be final and binding.
7. The Contest shall be live from 00:00 hours on 9th April 2024 and shall close on 15th June 2024 at 23:59 hours. (“Contest Period”) (Inclusive of both days). A day for the requirement of the Contest Period is 00: 00 hours to 23:59 hours of a particular day.
8. The Contest is subject to all applicable central, state and local laws and regulations.
9. Purchase of the Supermilk Biscuit Pack is not required to participate in this Contest.
10. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Each Participant is deemed to have released Instagram from any claims and liabilities that may specifically arise in relation to their participation in this Contest by accepting these Terms and Conditions.

ELIGIBILITY

11. ITC reserves the right to exclude any person from the Contest on the grounds of: (i) misconduct or criminal record; (ii) tampering with the Entry process or the operation of Contest; (iii) acting in violation of these terms and conditions; (iv) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person; or (v) for any other reasons, as it may deem fit and proper. No communication in this regard will be entertained.

STEPS TO PARTICIPATE

12. To participate in the Contest, Participants should follow the below steps:

- a) Visit the Official Instagram Account page of Sunfeast Supermilk viz. **sf_supermilk** and access the Odi Vilayadu Paapa filter available on the said page. Participants can also access the filter directly by visiting <https://www.instagram.com/ar/1423078965249306/>.
- b) Participants who are below the age of 13, can access the Odi Vilayadu Paapa filter through the Instagram account of their parent(s)/legal guardian.
- c) Participants have to record a video of themselves reciting the “Odi Vilayadu Paapa” poem composed by Subramania Bharati while having the Odi Vilayadu Paapa filter on.
- d) This video has to be uploaded on the Participant/ Participant’s parent(s)/legal guardian’s Instagram account as maybe applicable by providing the Participant’s name. The Sunfeast Supermilk Account **@sf.supermilk** should also be tagged.
- e) Videos must *inter alia* comply with the following guidelines:
 - i. All videos submitted must comply with these Terms & Conditions and terms of use of the Contest Website;
 - ii. Cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
 - iii. Cannot promote alcohol, illegal drugs, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
 - iv. Cannot be obscene or offensive, endorse any form of hate or hate group;
 - v. Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities;
 - vi. Cannot defame, misrepresent or contain disparaging or slanderous remarks about ITC, its customers or its products, or other people, products or companies;
 - vii. Must be original and cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media) without permission and cannot be plagiarized from any source;
 - viii. Cannot contain background artwork, unless it is an original work of the Participant;
 - ix. Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which ITC wishes to associate;
 - x. Cannot depict, and cannot itself, be in violation of any law.
 - xi. Participants making statements which are contrary to existing law, bye-laws, public policy or established good practices shall be disqualified from further participating in the Campaign.
- f) By entering into the Contest, the Participant acknowledges that ITC has no obligation to use or post any video submitted by the Participant.
- g) Participant/ Participant’s parent(s)/legal guardian will have to provide their address and mobile number on Instagram Direct Message when contacted in case the Participant is declared a winner.
- h) One Participant can submit only one video and participate in the Contest only once throughout the Contest Period. If a Participant submits more than one video then such other videos will be disregarded for the purpose of this Contest.

- i) By participating in this Contest, Participants consent to their video being appropriately modified by applying the Odi Vilayadu Paapa filter.

SELECTION OF WINNERS

13. At the end of the Contest Period, 1,000 Participants will be chosen as winners (“Winners”) by judges appointed by ITC based on the creativity, uniqueness and manner of the recitation in the video. The decision of the judges will be final and binding upon all the Participants.
14. The list of 1,000 Winners (name of the Winner and the Instagram handle from which the video was uploaded) will be published on the Contest Website at the end of the Contest Period.
15. Winners will be eligible to receive either a Football, Basketball or a Cricket Bat as a prize (“Prize”).
16. In order to be eligible for the Prize, the Participant or their parent(s)/legal guardian will be required to provide their mobile number and complete postal address on Instagram Direct Message from the **sf_supermilk** account. These details are required for the Prize to be dispatched to the Winner and without these details the Winner will be disqualified from the Contest.
17. No Prize will be awarded if the information provided by the Participant or their parent(s)/legal guardian is not factually correct. The Prizes will be given to the Winners post completion of such audit and verification process as deemed fit by ITC.
18. The Prizes cannot be transferred, exchanged or redeemed for cash.
19. The image of the Prizes as depicted on the press ads/posters/TVC's, packs etc. are for illustrative purposes only and the actual Prizes may vary from the depiction made.
20. Videos received after the end of the Contest Period will not be considered.
21. ITC shall not be liable for any loss or damage of the Prize due to Act of God, Governmental action and other Force Majeure circumstances and shall not be liable to pay any compensation whatsoever for such losses.
22. By sharing their personal information with ITC or with Team Pumpkin, the Participants/ Participant’s parents(s)/legal guardian consent to collection, storing, processing and use of personal information i.e. name, address, mobile phone number, video by ITC and/or its affiliates, associates, agents, contractors and other third parties. The personal information is being collected by Team Pumpkin and shall be retained by ITC.
23. Personal information given by the Participants shall be used to deliver prizes and for promotional activities of ITC.
24. The Participants have an option of not providing the personal information as required under this Contest. The Participants/ their parent(s)/legal guardians also have an option to withdraw their consent in relation to usage of personal information during the Contest Period. In all such cases, the Entry of the Participant shall not be considered and Participant shall not be eligible for the Prize. The Participants/ their parent(s)/legal guardians may reach out to Team Pumpkin for such withdrawals.
25. By participating in this Contest, the Participants/their parent(s)/legal guardians acknowledge and consent to transfer and/or disclosure of their personal information by ITC or to any third-party for providing services in relation to this Contest.

COURIER REQUIREMENTS

26. The Prizes will be dispatched to the Winners via courier, whilst carrying the Prize for the Winner; the courier will carry an acknowledgement receipt (POD).

27. The courier shall require the Winner/their parent(s) or legal guardian (as the case maybe) to sign the acknowledgement receipt (POD) as a proof of receipt of the Prize, without which the Prize will not be handed over to the Winner.
28. The courier shall collect the signed POD.
29. If the Winner or the family member of such Prize Winner present at the address does not cooperate as per the requirements mentioned herein with the courier, the Prize will not be given to the shortlisted Winner and the Prize will stand forfeited.
30. The Prize will be given to the authorized family member of the Winner on submission of a proof of letter of authorization from the Winner in favour of the family member (in the event the Winner is not available at the designated address).
31. If the Winner is not available at the given address, the courier will make 2 more attempts to collect the documents and deliver the Prize. If still unsuccessful, the courier shall make no further attempts to deliver the and the Prize will stand forfeited.
32. If the address is unserviceable, then the shortlisted Winner will be required to travel to the nearest courier hub at their expense to collect the Prize.
33. ITC shall not be liable for non-receipt of the Prize due to incorrect details provided by the Winner.

PUBLICITY

34. The Participant/ their parent(s) or legal guardians undertake and irrevocably and unconditionally permit ITC 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.
35. At the request of ITC, Participants shall participate in all activities relating to the Contest surrounding the winning of the Prize, free of charge including participating in any photography/videography session, interviews etc., and they consent to ITC using their name and image in promotional material.

GENERAL CONDITIONS

36. The decision of ITC or the Agency, as regards the selection of winners and distribution of the Prizes shall be final, subject only to ITC's approval. No correspondence or any other claims whatsoever, in this regard will be entertained.
37. ITC 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 ITC in this regard and in general with respect to this Contest and the terms and conditions thereto shall be final, binding and non-contestable.
38. The decision of ITC 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 ITC and the Participant shall not have the authority to bind ITC in any manner whatsoever.
39. Neither ITC nor its agency shall be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Contest due to any government restrictions.
40. 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 ITC or its Agency.

41. ITC or its agency accepts no responsibility for loss of internet connectivity, 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. ITC or its agency shall not be liable for any consequences of user error including (without limitation) costs incurred.

RELEASE AND LIMITATIONS OF LIABILITY

42. ITC 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 or any costs incurred, as a result of acceptance of any Prize.
43. By entering the Contest, the Participant or their parent(s)/legal guardian hereby releases from and agrees to indemnify ITC 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.
44. ITC accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself, or third parties in relation to the Prizes.

DISPUTES

45. The courts of competent jurisdiction at Bengaluru shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with the Contest.
46. 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 ITC and/or Partners of this Contest, shall be governed and construed in accordance with the laws of India.