

## TERMS AND CONDITIONS

This document is an electronic record in terms of Information Technology Act, 2000 ("IT Act") and the rules thereunder as amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signature.

By signing up for/participating in the Quiz, the Participant is indicating his/her/their agreement to be bound by these terms and conditions. These Terms, as well as the privacy policy available at <https://mycitytimes.com/teachersday> shall form an integral part of these terms and is a legally binding agreement between the Participant (as defined below) and BCCL.

### DEFINITIONS

BCCL	Shall mean Bennett, Coleman & Co. Ltd and/or its associates.
Quiz	On the occasion of Teachers' Day, BCCL is hereby conducting a Bollywood based Quiz, Teachers' Day, from 5 <sup>th</sup> - 7 <sup>th</sup> September 2023
Management	This Quiz is organised BCCL; through itself and/or its associates and responsible for the overall conduct of the Quiz in India.
Participant/You	Any individual that participates in the Quiz will be required to scan the QR code available in the Bombay Times, Delhi Times, Bangalore Times, Calcutta Times, Chennai Times, Hyderabad Times, Pune Times, Ahmedabad Times, Noida Times, Gurgaon Times dated 5/9/2023, 6/9/2023, 7/9/2023. Once the QR code is scanned by Participant, then they will be redirected to BCCL's Microsite <a href="https://mycitytimes.com/teachersday">https://mycitytimes.com/teachersday</a>
Prize (s)	Ten (10) winner's may win Amazon coupon voucher worth Rs. 5000/-
Terms and Conditions ("T&C" or "Terms")	These Terms governing the Quiz, may be amended from time to time and is subject to BCCL's policies and other conditions. These Terms may be modified without any prior notification by BCCL. The Participant(s) are advised to regularly review these Terms. If there is any disagreement with any of the Terms and any amendments thereto, individuals must not participate in the Quiz.
Winner (s)	Means any successful Participant who is selected on the basis of his/her/their answers and BCCL's predetermined selection parameters who is thereafter deemed eligible for receiving the Prize herein.

#### 1. OBJECTIVE

The Quiz is organized by BCCL on the occasion of Teachers' Day.

#### 2. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE QUIZ

- The Quiz is open for any citizen of India;
- The Participant must be of 18 years of age as on September 5, 2023;
- There shall be no registration/entry fee for the Quiz. The participation in the Quiz is free of cost;
- Employees of BCCL or their associates, subsidiaries and group companies are, not allowed to participate in the Quiz;
- The final eligibility of the Participant will be subject to the discretion and approval of BCCL;
- A Participant may be disqualified if there is any conflict with BCCL, even if this is identified at any point of time during/after the Quiz.

- Participant shall submit their responses by 5/9/2023.

### 3. RECEIPT OF ENTRIES

- BCCL will provide the Quiz brief regarding what is expected from the Participant (s).
- BCCL shall have the liberty, but not the obligation, to publish information with respect to the entry made by the Participant.
- BCCL shall put in commercially reasonable efforts to ensure smooth functioning of the Microsite. However, notwithstanding the foregoing, BCCL shall not be liable for any error or failure of the website or any other glitch which results in downtime or any malfunctioning in the functioning of the Microsite or any part thereof.

### 4. DISQUALIFICATION

- Winners shall not conceal or misrepresent any information during the scrutiny or otherwise, failing which the Participant shall be disqualified for participating in the Quiz.
- BCCL shall have right to disqualify on the basis any entry on the basis of objection of plagiarism or IPR infringement raised by any third party.
- In the event if any information is required by BCCL or its associates in relation to the Quiz, it may try to contact the Participant to obtain such information, if the said is not possible, such Participant may be disqualified from further Quiz.

### 5. TIMELINES

- Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on extenuating circumstances.
- BCCL reserves the right to change, alter or cancel this Quiz 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. Decision of BCCL in this regard and in general with respect to this Quiz and the Terms thereto shall be final, binding and non-questionable.
- BCCL and its associates shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Quiz or any part of its processes because any factors beyond its control.

### 6. ADDITIONAL INFORMATION

- The Participant may be contacted for any additional information by BCCL or its associates on a best-efforts basis by any means deemed appropriate to verify the information provided. Such information sourced from the Participant will become part of the original entry.
- BCCL has the right to ask for documentary proof of information. If such a request is made and the Participant does not comply within 5 (five) working days from the date the request is made, the Participant may be disqualified from the Quiz.
- Participant's information submitted during the Quiz shall be subject to BCCL's privacy policy and internal policies.
- Information provided by the Participant will be confidential and will be used only for the limited purpose of evaluating the Participant's entry to this Quiz.
- The Participant hereby irrevocably authorizes BCCL to use the data gathered during and/or the Quiz in respect of the Participant. This shall be the property of BCCL and BCCL shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without the BCCL's brand.
- BCCL shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the Participant during the Quiz. Further, BCCL shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the Quiz.
- Participant declares that the details furnished by the Participant for the Quiz are true, correct, and complete and, wherever required, provided after thorough due diligence and inquiry. In case any of the said information is found to be false or untrue or misleading or misrepresenting, the Participant will be

liable and accountable for any consequences resulting thereto including indemnifying BCCL for any expenses, costs, losses, or damages incurred.

## 7. WINNER DETERMINATION & PRIZE

- The Participant understands and agrees that mere submission of the entry or merely participating in this Quiz does not give any warranty or guarantee of publication in BCCL feature or any other Prize.
- The winners will be picked based on their answers given during Quiz and such other terms as may be formulated by BCCL or its associates.
- The Prize won by the Participant may not be of a particular specification. BCCL or associates will not and cannot be held responsible for any change in product or its specification.
- BCCL or its associates will not and cannot be held responsible for any change in the Prize or its specification.
- BCCL is not responsible, if a call to a Winner is not successful due to:
  - Line being busy;
  - Congestion;
  - No answer received;
  - Poor call conditions / unclear reception;
  - Call drop;
  - E-mail not delivered;
  - Other reasons that could render a call unsuccessful.
- BCCL further reserves the right to replace, at its discretion, any Winner(s) who for any reason fails or is disqualified from or is unable to participate in the award, with another Participant who should be eligible to be a winner.
- BCCL will use the e-mail used by the Participant to submit the entry, to identify the Winner, if any. Inability on the part of the Participant to accordingly show or provide the required identification proof could entitle BCCL to disqualify the Participant from any winning, if any.
- BCCL further reserves the right to replace, at its discretion, any winner who for any reason fails or is disqualified from or is unable to participate in the Quiz, with another Participant, notwithstanding that such Participant may have been previously eliminated from the Quiz and each Participant shall agree to collect the Prize as and when required by BCCL to do so.
- If at any point, it is determined by BCCL that any person has tampered with the Microsite, or any data / servers / database / etc. related to BCCL, thereby BCCL reserves the right at its discretion to revoke the Prize of any such Participant and / or initiate action including litigation as deemed fit and necessary by BCCL.
- The Winner(s) hereby agrees that he/ she/they shall not hold BCCL responsible for any delays and/ or disputes and/or claims arising out of the Prize and shall indemnify BCCL against any and all such claims.
- The Participant authorizes BCCL to use the entry submitted as part of their nomination/ participation, in whole or in part and use and display such entry, which shall include trade publications, press releases, electronic or social media posting to any website, electronic hyperlinks to the website of the Participant, and/or any other display format selected by BCCL during the Quiz or at a later point in time as it may deem fit.

## 8. INTELLECTUAL PROPERTY RIGHTS

- The Participant hereby grants BCCL, by participating in the Quiz, the unlimited right to use, the Participant's information, as may be provided by the Participant, publish and display Participant's, statements, quotes, still photographs and videos (if any) which may have been captured before or during the Quiz to be displayed, disseminated, distributed, licensed, sublicensed, stored, archived, cached, adapted, edited or modified, as solely determined by BCCL for advertising, trade, publicity and promotional purposes in any form or media (present or future), including but not limited to with any work, articles, materials, on the Microsite, in newspapers, supplements, books, mobile applications, any social media platforms etc. without notification or approval, all without any payment of consideration.

- Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify BCCL (in India or abroad), and the BCCL from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or copyright or any kind of intellectual property right or the defines of a claim or any costs payable thereof.

## 9. GENERAL

- The Participant shall indemnify BCCL, its employees, officers, contractors, partner or other persons used by them in relation to this Quiz and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the BCCL by any third party in connection with: (i) due to breach of these Terms: (ii); (iii) the Participant participation in or winning the Competition, which is inconsistent with any of the warranties and representations made by the Participant, or and shall reimburse the BCCL for any loss, costs, expense, or damage to which said indemnity applies. BCCL shall give the Participant prompt written notice of any claim or actions covered by this indemnity, and the Participant shall have the right, at its own expense, to participate in any such action.
- All disputes relating to or arising out of the Quiz shall be subject to the laws of India and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Mumbai, India. Interpretation of these Terms for any legal issue will be considered only in English.
- The Participant agrees that the entry is genuine, authentic and original. Further, the Participant represent and warrants that the entry shall not be harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable or otherwise unlawful in any manner whatever;
- BCCL expressly disclaims all warranties of any kind, whether express or implied.
- The Participant voluntarily agrees to submit personal information including but not limited to name, mobile number, emails to participate in the Quiz. The Participant voluntarily consents and permit that, the BCCL will use any personal information that the Participant provides in accordance with applicable laws for the purposes of this Quiz and for any marketing or other purposes. BCCL may also share such information(s) with its affiliates, subscribers, clients, associates, advisors, consultants, third-party healthcare technology platforms, aggregators, vendors, its service providers, subcontractors, and agents for the purpose of this Competition. The information may also be used by BCCL for:
  - recommending various products or services including those of third parties;
  - dealing with requests, enquiries and complaints and Quiz related activities;
  - marketing products and services and its analysis;
  - abiding with laws and law enforcement/regulatory requests;
- BCCL reserves the right to, at its discretion, withdraw or amend or add to the Terms of the Quiz at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any individual or organization may suffer because of participating or attempting to participate in the Quiz, the Participant being withdrawn or its Terms amended.
- In the event these Terms do not cover any question or complaint in relation to the Quiz, the same will be concluded on by BCCL (for all other issues) or an independent body or legal team as appointed by BCCL and deemed necessary.
- The decision of the BCCL in relation to the interpretation of any of these Terms shall be final and binding on the Participant(s) and no correspondence will be entertained on the same.
- The Participant(s) shall bear the cost of any expenses incurred for the Quiz and will not hold BCCL responsible whatsoever. It is up to the discretion of BCCL to reimburse the expenses fully/partially from case-to-case basis.

## 10. MICROSITE

- The website is only an informational website (the "Microsite") for the Participant. BCCL or its subsidiaries or holding entities ("The Times Group") is not liable or responsible for any action or decision taken by the Participant or anyone acting on the Participant's behalf or under Participant's employment or under contract with the Participant. BCCL shall not be under any obligation to the Participant and the Participant shall have no obligation or rights in relation to the Quiz and shall have no claims whatsoever against BCCL relating to the selection process or the running of the Quiz. BCCL does not make any

warranties, express or implied, with respect to any service, information, data, software, system, functionality, statements, content made available on the Microsite. The information contained in the Microsite has been obtained from sources believed to be reliable. The Microsite, and all content, materials, information, software and services provided on the Microsite, are provided on an "as is" and "as available" basis.

The Participant shall not send, submit, post, or otherwise transmit, material or messages that contain software virus, or any other files that are designed to interrupt, destroy, and negatively affect in any manner whatsoever, any electronic equipment in connection with the use of the Microsite, or other user's ability to use the Microsite.

- BCCL shall not be responsible for:
  - i. Any delivery, failures relating to the registration or uploading;
  - ii. Any messages as result of Participant accessing the Microsite;
  - iii. Any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and;
  - iv. Other conditions/situations or failures beyond its control which may include any government order, amendment to applicable laws, judicial orders, rules and regulations, unprecedented conditions etc.

#### DISCLAIMERS

If BCCL is notified that the entry does not conform to the Terms, it may investigate and determine in good faith and in its sole discretion whether to eliminate such an entry from consideration. BCCL has no liability or responsibility to the Participant or other users of the Microsite for performance or non-performance of such activities.