

TERMS AND CONDITIONS - **"Super Scratch and Win" Offer**

The "Scratch & Win" Offer ("**the Offer**") provided by Everest Industries Limited ("**Company**") across sale made in West Bengal and Orissa.

The Offer shall be valid on purchase of Everest Super Roofing Product (40Meter)/ - from the Dealer/Stockist on the terms and conditions ("**Terms**") mentioned below:

I. Offer Details & Concept:

1. Offer applicable only on purchase of Everest Super Roofing product(hereinafter referred to as "**Product**") from any Everest Dealer/Stockist.
2. Offer is applicable only if Customer purchases a Product during the Offer Period, from any Everest Dealer/Stockist, and follows the instructions mentioned hereinafter.
3. Each customer will be issued with a "Super Scratch & Win" Offer card/coupon on purchase of Everest Super Roofing Product. Only one Scratch card shall be issued against one Product.
4. Scratch cards will
 - a) Have assured gifts (35000)
 - 15000 cello water bottle
 - 15000 cello plastic container
 - 5000 cello jug
 - b) Lucky draw will have
 - 5 Bikes
 - 20 TV, Flat Screen
 - 50 Smart Phones (around Rs 7000 each)
 - 200 Mixer Grinder
 - 400 Gas Stove (2 burner)
 - 1500 Iron
5. After the Purchase of the select Products, the Customer shall be issued one scratch card, which he needs to scratch in front of the Everest Roofing Dealer/Stockist. Any customer found using any unfair means shall be disqualified.
6. All scratch cards/coupons are non-encashable, non-negotiable and non-transferable.
7. This scheme is not to be clubbed with any of the existing schemes of the Company.
8. All the winners shall produce the Super Scratch and Win offer Card/Coupon along with the below mentioned documents to the satisfaction of Company at the time of claiming their gifts. Nophoto copy or Duplicate of the Company "Scratch & Win" Offer card/coupon shall be accepted.
 - a) Name, Address, Contact Number, Alternate Mobile Number, Email ID
 - b) Copy of Invoice of the purchase - whether within the offer period
 - c) Customer's ID and Address proof : Voter ID Card/Ration Card/Adhaar card/passport/PAN Card (Self Attested)
9. Company holds no warranty and shall make no representation regarding the quality of the prizes and the winner shall not make any demand in respect of make, variation in sizes or otherwise the physical features in respect of gift that is claimed.

10. The visuals, pictures etc. shown in the cards/coupons or in any other promotional material are only indicative and may not be the actual gifts.
11. Any failure on the part of the winner to collect the gift within seven (7) days from the date of intimation duly complying all the conditions, shall entitle Company to forfeit the gift.
12. No other person except the winner will be allowed to claim the gift.
13. All incidental and applicable costs/taxes/Levies/TDS related to the all gifts (under this offer) if any shall be borne by the Winner only and Company shall not bear the same.
14. "Super Scratch and Win" Offer cards/coupons can be redeemed at any Everest Dealer\ stockist counter
15. Company reserves the right at its sole and absolute discretion to vary, delete, add or amend any of the terms and conditions set out herein from time to time and further withdraw the entire scheme without prior notice to the customers.
16. Participation in the above scratch card offer is voluntary and free of cost. Products are available without this offer too.
17. The offer is not valid for Institutional customers.
18. The final results declaring the Winners shall be uploaded by Company on its website www.everestind.com.

II. General terms and conditions of the Offer:

1. The Offer is valid for Indian citizens who have attained the age of 18 years or above ("Customers"), except employees and family members of Company and its affiliate / associate and their distributors/retailers, suppliers, advertising agencies, sales promoters and event management companies. Entries by person below age of 18 years shall be disqualified.
2. By participating in the offer, it would be deemed that the Customers have given permission to Company to contact them through call, SMS or email for the purpose of announcing them as winners and collect their contact details.
3. Company reserves its right to change/alter/modify any of the terms and conditions under this Offer at its sole discretion.
4. The participation in the Offer is voluntary. Participation in this Offer constitutes acceptance of these terms and conditions. By availing this Offer, Customer(s) agrees to receive communication(s) from Company and/or its event management company relating to the Offer and Customer(s) unconditionally agrees not to make any claim or raise any complaint against Company and/or the event management company in this respect.
5. Availing the Offer implies that Customer agree to all Terms of the Offer. Anybody found using any unfair means will be immediately disqualified.
6. By availing the Offer, the Customer hereby consents to the accessing of information and/or images of the Customer by Company and/or its event management company for the purpose of this Offer. Further, Company shall be at liberty to use the entries received for its media coverage, advertisement or publicity in any form which is existing today or will be known anytime in the future without any further consideration to the Customer including promotion of any products manufactured, distributed and/or supplied by it;
7. Customer agrees that all/any pictures appearing in Offer are fictitious and any resemblance to real persons, living or dead, is purely coincidental. Pictures and images shown in the promotional material for the Offer or on the website are visual

representations and the actual prize, and their colours, model numbers and/or features may differ.

8. This offer is exclusively provided by COMPANY disclaims any responsibility associated with this offer and under no circumstances will its affiliates, subsidiaries, directors, officers or employees be held liable for any part of this offer.

III. Representation and Warranties by Customer:

1. Customer represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking availing the Offer, the Customer warrants that all information provided by the Customer regarding its name, age, state, city, address, phone number, etc., is true, correct, accurate and complete and that the Customer is authorized to provide such information and consents to the use of such information by Company for the purpose of this Offer only.
2. By participating in the Offer, each participant specifically accepts as follows (a) that he/she has fully read and understood all the terms and conditions and be unconditionally bound by them b) that he/she satisfies the eligibility requirements under these terms and conditions c) that he/she unconditionally accepts the winner so selected d) that he/she shall honor all decisions of the Company with regard to the offer and its interpretation and not challenge them (e) to comply with all Central, State, Local Laws and Regulations.
3. Customer agrees that Company shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Offer or with the acceptance, possession, or use of any Prize.
4. Customer hereby agrees to indemnify and keep Company, its associated companies, its event management company and their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of any act of omission, commission, fraud, negligence or misconduct by the Customer.
5. The Customer agrees that this Offer is only valid on the purchase of Everest Super Roofing product subject to availability.

IV. Disclaimers:

1. Company shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological difficulties or any other force majeure event that may prevent a Customer from participating in the Offer. Further, Company will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions, Gifts/Prizes or entries; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the promoter; or (e) any printing or typographical errors in any materials associated with the Offer or (f) any delay, damage, non receipt, lost, misrouted prize.
2. Company shall not be liable for delay in delivery gift due to non-availability of stocks or for any other reason beyond its control.
3. All Prizes are being provided on "AS IS" basis and subject to terms and conditions contained therein. Company disclaims any and all liabilities attached to the Gifts.
4. Company has the right to cancel entries with incomplete information or illegal contents (statements of a racist, sexist or defamatory nature) or statements glorifying violence which could be construed as deriding or insulting or similarly offending specific individuals or groups.
5. The Gift cannot be exchanged with any product or item, is non-transferable and cannot be en-cashed under any circumstances. Accessories, if any shown with the gift picture may not form part of gift to be provided to the Customer(s). The decision of

Company in respect to the prize shall be final and binding and no dispute shall be entertained in this regard.

6. Company shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss. Standard manufacturer's warranty, if any, shall be applicable for all Products.
7. Winner would be required to send a demand draft of applicable tax amount in favor of Everest Industries Ltd., payable at Noida, Uttar Pradesh. Applicable tax amount will be communicated by Company to winner via telephone.
8. Company reserves the absolute right to amend the Terms of the Offer or extend the Offer Period or cancel or discontinue the Offer or any part thereof without giving any reasons or prior notice.
9. Offer shall be void in any state where prohibited by law. In such case, Company shall not be liable to provide any free cash-back, gift(s) or compensation to the Customer on any account.
10. Failure by Company to enforce any of its right at any stage does not constitute a waiver of those rights.
11. In no event shall Company be liable for losses or any incidental or consequential damages arising out of or in connection with the Offer, its services these Terms (however arising, including negligence). Company shall not be responsible for any product or service liability of any kind.
12. In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms shall prevail over all such other instructions, rules and conditions.
13. Offer is subject to validation, including without limitation, verification of eligibility through checks as deemed appropriate by Company and complete compliance with these Terms; Company reserves the right to verify the Customer(s)'s and/or Product's details either on its own or through its authorized agency / person and the Customer(s) shall provide all necessary assistance in such verification. In exercising this right, the Customer(s) may be required to provide any documentary or other form of evidence, and if evidence does not establish the same then Company, in its sole discretion, will have the right to disqualify the Customer(s).

V. Intellectual Property Rights:

All rights, title and interest including but not limited to the Intellectual Property Rights in the promotional material(s) and any/all registrations received shall vest solely and exclusively with Company at all times and Company shall be entitled to use the database of the entries received or any information in any media for future promotional, marketing and publicity purpose without any further reference or payment or compensation to Customer. Customer shall be solely responsible for any consequences which may arise due to any kind of infringement of copyrights or any kind of intellectual property rights belonging to any other person/ entity etc. and also undertake to indemnify Company and its officers, directors, employees etc on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis.

VI. Jurisdiction:

Decision of Company in relation to the Offer and matter incidental thereto shall be final and binding on the Customer. All disputes shall be governed by the laws of India. These Terms shall be governed by exclusive laws of India and the courts

located at Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.