**TERMS & CONDITIONS FOR TIC TAC SHARE & WIN CONTEST 2016**

**BY PARTICIPATING IN THE CONTEST THE PARTICPANT ACCEPTS THE TERMS AND CONDITIONS OF THE CONTEST AS MENTIONED BELOW.**

1. **The Contest**

* Tic Tac Share & Win Contest 2016 (“Promotion” / “Promo”/ “Contest”)is sponsored by Ferrero India Pvt. Ltd. (“Organizers” / “Company” / “Ferrero”) and executed by Meltag agency appointed by Ferrero. The Contest is available for participation on purchase of Tic Tac Promo Pack in India (excluding the State of Tamilnadu) only during the Promo Period.

1. [**Contest Period**](http://tictac2vegas.com/tnc.php#collapse4)**, Timing & Contest Packs**

* Contest will be open for participation during the “Contest period” / “Promo Period” i.e. from 1st June 2016 00:00 hours to 30 June 2016 20:00 hours (both days included), till stocks last, on purchase of Tic Tac Promo Packs the as listed below bearing the Contest name “Share & Win” and image of a scooter, the indicative grand prize (“Promo Packs” / “Contest Packs”):
  + Tic Tac Mint – Share & Win pack having MRP Rs. 10 (Incl. of all taxes) and Net Weight of 10.2 grams
  + Tic Tac Orange – Share & Win pack having MRP Rs. 10 (Incl. of all taxes) and Net Weight of 10.2 grams
  + Tic Tac Elaichi Mint – Share & Win pack having MRP Rs. 10 (Incl. of all taxes) and Net Weight of 10.2 grams
  + Tic Tac Apple Treat – Share & Win pack having MRP Rs. 10 (Incl. of all taxes) and Net Weight of 10.2 grams
* Contest is applicable only on Promo Packs as stated above and not on any other pack. The Promo Packs are limited in quantity and the Contest will be open only till stocks of Promo Packs last or end of the Contest Period whichever is earlier. The Company does not provide any guarantee or warrantee about the availability of Promo Packs in all the territories or during the entire Promo Period.
* Successful participation during any day of the Contest Period from 09:00 hours till 20:00 hours will be considered as participation on that day and the participation from 20:01 hours on that day till 08:59 hours the next day will be considered as participation on the next day (Contest Timing). Participation after 20:00 hours on 30 June 2016 will not be considered. Participation during 00:01 hours till 09:00 hours on 1st June 2016 would be considered as participation on 1st June 2016.
* The Company reserves the right to change the Contest Period or Contest Timing of the Promo at its sole and absolute discretion without any consent, connivance, notice or intimation to anyone.

1. [**Eligibility**](http://tictac2vegas.com/tnc.php#collapse4) **Criteria**

* Individual consumers residing in India (excluding those residing in the State of Tamilnadu) and purchasing the Promo Pack(s) outside the State of Tamilnadu, during the Promo Period, other than for Trade / Business Purpose, are eligible to participate in the Contest (Eligible Participants).
* Eligible Participants below age of 18 years may participate in the Promo only with the consent of and under the supervision of and through their parent / legal guardian.
* Customers purchasing the Promo Pack(s) for further sale, distribution, and marketing or for trade or business purpose (collectively “Trade / Business Purpose” shall not be eligible for participation in the Contest).
* Companies, Partnership Firms, Proprietary Concerns, HUFs, Association of Persons, Trusts and other entities or organizations are not eligible for participating in the Contest and the Contest is open for individual human beings only.
* The employees of Ferrero, its associate companies and their children and other family members, the employees of the agencies associated with Ferrero for the organization of the Contest and their children and other family members are not eligible to participate in this Contest.
* The consumer(s) participating in the Promo is referred to as Participant(s).

1. **How to participate**

* Purchase Tic Tac Promo Pack during the Promo period, outside the State of Tamilnadu
* Find the Promo Code inside pack once the pack is empty behind the front label
* Visit [www.tictac.com](http://www.tictac.com) or contact consumer care for the Contest terms and conditions. Read and understand the Contest terms and conditions and proceed to participate only if, Contest terms and conditions are fully acceptable.
* SMS the Promo Code (present inside the Promo Pack) followed by 3 words describing why you love for Tic Tac to the mobile number 9540595405 (mentioned on the Promo Pack).
* Participant will get a SMS in reply confirming a valid entry.
* SMS is chargeable by network service provider of the participant at applicable rates.
* The Participants are required to retain the empty Promo Pack containing the Promo Code used for participation and hand over the same to the Organizer for claiming the Prize of the Mahindra Gusto DX, if selected.
* Only one entry per Promo Code would be considered for prize(s) and other entries with the same Promo Code from the same or any other mobile number are liable to be rejected.
* The Participants are required to keep their Promo Packs and Promo Code secret and not to share the same with anyone else. The Company is not obliged to verify or correlate the identity of the participant or winner with the identity of the purchaser and the Company shall not entertain any claims or disputes in this regard.

1. **Voluntary and Free Participation**

* Promo is a voluntary brand promotion initiative.
* No fees, charges, costs, etc. required to be paid for participating in the Promo apart from purchase of Tic Tac Promo Pack.
* It is not mandatory to participate in the Promo.
* Tic Tac is available at same price irrespective of the availability of or participation in the Promo.

1. **Prizes**

* Successful participation during any day of the Contest Period from 09:00 hours till 20:00 hours will be considered as participation on that day and the participation from 20:01 hours the same day till 08:59 hours the next day will be considered as participation on the next day (Contest Timing). Participation after 20:00 hours on 30 June 2016 will not be considered. Participation during 00:01 hours till 09:00 hours on 1st June 2016 would be considered as participation on 1st June 2016One of the valid participants every day will be selected as winner based on their entry and shall be entitled to a scooter as winning prize. The make, color, model and vendor/dealer of the scooter to be awarded as winning prize shall be selected by Ferrero at its sole and absolute discretion. The winner is required to complete all the formalities and provide necessary documents to the vendor/dealer within 07 days of communication of his selection as a winner.
* Ferrero would not be liable or held responsible for any lack or lapse in any communication on account of failure or delay by any of the Internet, Telecom, and SMS and E-mails service provider. No correspondence in this regard will be entertained
* In the event the participant’s number is busy, unreachable or he/she does not attend the call, three (3) attempts will be made to reach the participant on that day and/or the next day. If even on the second attempt the participant does not attend the call, or is unreachable, the participant’s participation in the promo comes to an end and the participant’s entry stands cancelled and participant becomes ineligible to receive the prize
* Apart from the winner of the scooter, other valid participants may be selected for consolation prizes of mobile recharges. There would 10,000 consolation prizes of mobile recharge worth around Rs. 50 during the Contest period and 5000- consolation prizes of mobile recharge worth around Rs. 100 during the Contest period. The actual amount of mobile recharge may vary depending upon the policy of the service provider of selected participant. Mobile recharges shall be subject to the terms and conditions and policies of the service provider of the selected participants.
* The responses will be judged by the agency appointed by the Company and the Participants shall not be entitled to challenge or dispute the judgment or selection on any ground whatsoever.
* The winner(s), the number of winners, the quantity, size, type, value and category of the prizes shall be determined by the company at its sole and absolute discretion and the Company reserves the right to vary the same to resolve the practical difficulties, if any.
* Prizes are non-transferable and will not be substituted by cash or any other benefit. Unclaimed / un-availed prizes will be forfeited.
* The winner(s) shall bear and pay all applicable, taxes, duties, etc. on or with respect to the prizes.
* The winners are required to provide valid address and identity proofs and such other documents as may be required by the Organizer.
* The winners are required to provide the empty pack containing the winning Promo Code, valid address and identity proofs and such other documents as may be required by the Organizer.
* The Organizer shall provide the prize on an “as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and the Organizer and/or its associates, affiliates and/ or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the product and service liabilities) for deficiency and/ or defect of any product / service and / or the prize or for any kind of consequential damages / loss, in any manner whatsoever. If any Participant has any grievance with respect to the prize, he / she may directly contact the respective manufacturer / service provider.
* The image of the prize depicted on the Promo Packs, advertisements, promotional material, etc. are for illustrative purposes only and the actual prize / look of the prize may vary from the depiction made.
* In the event of inadequate participants the no. prizes would be reduced to the actual no. of participants.
* Winner will be disqualified in case of any mismatch or defect or discrepancy in the information, details or documents provided by the winner / parent or guardian.
* The Participant / Winner shall bear and pay on his own all the costs and expenses for participation, submission of information, documents and records for claiming the prizes and completing all formalities in this regard

1. **Publicity**

* The Participant/s undertake and irrevocably and unconditionally permit the Organizer and / or its execution agency to cover the Promo through various media including newspapers, radio television news channels, internet, point of sale materials, etc. and use the details of the participants for this purpose. The Participants shall not raise any objection, protest or demur to such coverage or content in this regard.
* The winners shall, at the request of the Organizers and / its execution agency, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to using their name and image in promotional material.

1. **Intellectual Property**

* All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all responses received shall vest solely and exclusively with Organizer at all times. The Organizer or any person or entity permitted by Organizer in this regard shall be entitled to use the responses received or any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and / or payment to the Participant.
* All material submitted in connection with the Promo (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Participants are assigned to Organizer upon submission and become the property of Organizer exclusively. Organizer may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of Organizer.

1. **Data Privacy**

* Release

The participant (includes the parent / guardian of participating child) hereby grant permission to Ferrero India Pvt. Ltd., its officers, employees, agents, independent contractors, licensees, successors, assigns and any third party it may authorize (hereby collectively referred to as “Company”) to record his / her name, address, contact details, comment, likeness, message, image, voice, interview and performance on film, tape, or otherwise (hereinafter referred to as the “materials”) in the following context:

EVENT: TIC TAC SHARE & WIN CONTEST 2016

PERIOD: 1st June 2016 00:01 hours to 30 June 2016 20:00 hours (both days included)

The Participant further grant to the Company the full right to use, in any form and modality of exploitation, reproduce, alter by digital means, edit, create derivative works of, display, publish, make available to the public in streaming and/or downloading, broadcast, distribute, sell, license, lend, rent and give away the originals, reproductions, editions, adaptations, alterations and derivations of the materials in any media now known or later developed, including but not limited to websites (including but not limited to publicly accessible websites, intranet sites and third party content hosted sites), social media and social networks, blogs, electronic publications, webcasts, multimedia links, app for tablet and/or smart-phone and/or similar devices, anywhere in the world, and in perpetuity, in connection with promoting, publicizing or explaining the Company’s products and/or activities. The Participant understand and agree that the materials can be used without mentioning his / her name and by modifying and / or altering his / her image and / or voice, with no right to inspect or approve the use of the materials or of any reproduction, alteration, or derivation of the materials in any medium. The Participant further waive all moral rights and all claims to royalties or other compensation arising from or related to the making or use of the materials or reproductions, alterations or derivations of the materials. The Participant hereby forever release and discharge the Company from any claims, actions, damages, liabilities or demands that may arise regarding the use of the materials to promote, publicize or explain the Company’s products and/or activities, including any claims of defamation and invasion of privacy as well as of infringement of moral rights, rights of publicity or copyright or neighboring rights. The Participant understand and agree that all the materials, their adaptations, alterations and derivations, are the sole property of the Company, which owns all rights, title and interest, including the copyright, in and to the same, to be used and disposed of, without limitation, as the Company shall in the Company’s sole discretion determine. The Participant agree that there shall be no obligation to utilize the permission granted by them hereby. The terms of this permission shall commence on the date hereof and be without limitation. The Participant acknowledge that no further agreement between the Participant and the Company regulates the subject matter hereof. The Participant irrevocably agree that the Participant has no future claim for any indemnity or money. The Participant confirm that the Participant is either 18 years of age or older and that the Participant is competent to contract in its own name or minor Participant is participating with the consent and under the supervision of his / her parent / guardian. The Participant has read this release and fully understand its contents, meaning and impact. The Participant agree that this release, including all its contents, are binding on him / her, my heirs, executors, administrators and assigns.

* Privacy Notice

The participant (including the parent / guardian of participating child) hereby agree to Company's use of his / her / participating child’s personal data, including, by way of illustration, the name, images and voices, or any personal data which the participant may submit voluntarily as part of the materials in the manner and for the purposes set out herein. The personal data may be used by the Company (by authorized personnel) for the purposes set out under the release herein above and may be visible and publicly available to anyone anywhere in the world on any means as described above. The Company may share the personal data with selected service providers that process the personal data under the instructions given by the Company and with any other third party it deems appropriate for the purposes described herein.

The participant acknowledge that he / she can exercise the rights granted under the applicable data protection legislation, including by way of illustration, the right to access, to have personal data rectified, blocked, completed or, under certain circumstances, deleted and to object to the processing of such data. The participant also acknowledge that to exercise these rights and for any questions with respect to this privacy statement or how the Company handles personal data as data controller, the Participant can direct it to Privacy Officer, Ferrero India Pvt. Ltd., 201-204, Pentagon Tower 1, Magarpatta City, Hadapsar, Pune 411028, India.

1. **Other terms and conditions**

* The participant shall not use the Promo to post any defamatory, obscene, offensive response or response which may hurt the personal, religious, social, political or other sentiments or feelings of anyone in any manner whatsoever. The participant shall be solely responsible and liable for such response. The Company shall have the right to exclude such responses from the Promo.
* The participant shall not use the Promo to harm the reputation of the Company or its associate companies or any of its products including Tic Tac.
* The Promo is available for participation on first come basis and will be open for such participation by such no. of participants as the Organizers may select at its sole and absolute discretion.
* All decisions of the Organizers in any matter relating to the Promo shall be final and no discussion, correspondence, dispute will be entertained.
* Organizers reserve the sole right to change / edit Promo details at any time at its discretion and /or alter these terms and conditions without any consent, connivance, notice or intimation to anyone to resolve the difficulties, if any, during implementation of the Promo.
* Organizers do not guarantee continuous or uninterrupted conduct of Promo and is not liable in case of any interruption or discontinuation of the Promo or the non-availability of the stock of Promo Packs.
* The Participants agree to have their name, personal details including photo published or uploaded on social or other media, to be used by the Organizers without any consideration, compensation and limitation.
* The Participants agree that the Organizers may store and use the personal information of the Participant shared for the purposes of or in connection with the Promo for the purpose of conducting the Promo as well promoting and marketing its products.
* Organizers do not guarantee any security and privacy to the published or uploaded details and photographs and is not liable for any consequences caused by and resulting from such publication or upload.
* Organizers reserve the right to modify or pull out the Promo without prior consent, connivance, intimation or notification.
* Organizers reserve the right to disqualify the participant for infringement of these terms and conditions, before or after participations / gratification.
* Promotion is in no way sponsored, endorsed or administered, by Facebook or any other social media.
* By participating into the contest, each Participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Promo the Participant warrants that all information provided by Participant regarding Participant’s name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.
* By participating you hereby release and hold harmless Organizers and its employees and directors from any and all liability associated with the participation.
* Notwithstanding anything contained herein or in any other document or correspondence the responsibility and liability of the Organizer shall be limited to payment for the prize(s) as aforesaid.
* The Organizer reserves the right to exclude any person from the Promo on the ground of misconduct / criminal record / infringement of these terms and conditions.
* The Organizer reserves the right to terminate, modify or extend the Promo at its absolute discretion, without assigning any reason.
* The Organizer and or its execution agencies shall not be liable for any loss or damage due to Act of God, government / statutory action and other force majeure circumstances and shall not be liable to pay any compensation whatsoever for such losses.
* The Organizer and the execution agency appointed by it shall not be responsible for any technical or other problems beyond their control.
* The Participants irrevocably agree that Organizer and / or the execution agency appointed by it are authorized to contact the Participant(s) in connection with the Contest even if the Participant(s) is / are registered under National Do Not Call (NDNC) or DND (Do Not Disturb) or any other facility.
* The Promo is subject to all applicable central, state and local laws, rules and regulations.
* These Terms and Conditions and the participation in the Promo shall be governed by Indian law and the court at Pune, India shall have exclusive jurisdiction in any matter in this regard.