## **Terms & Conditions for Contest Deals:**

- Within 10 Business days of Contest end date the winner will be declared by mydala, whose decisions are final and binding for this offer.
- 1 lucky buyer will be declared as the winner. The winning participant shall be required to supply an identity proof to claim the winning prize. The documents acceptable as an identity proof are: Passport, PAN Card or Voter's ID.
- Within 30 days of winner acceptance of the reward (by email and/or Annexure A as noted below), mydala will deliver the reward directly to the winning participant.
- For claims process and/or questions related to the same, call at 011-43444444 or email at <a href="mailto:support@mydala.com">support@mydala.com</a>.

## Additional Terms and conditions applicable to Contest Deals:

- mydala will not be liable for any extra charges as may be applicable on the reward such as Insurance, Registration Fees, Road Tax, TDS or any other tax which shall have to be solely borne by the winning participant. Additional charges/ taxes may vary from region to region.
- mydala shall under no circumstance exchange the reward for cash or kind.
- mydala shall not be liable for any warranty or guarantee of the Prize for defects or use or otherwise.
- The actual Prize may vary in appearance from the images provided on www.mydala.com (the "Website") and the images provided on the Website are for promotional purposes only.
- All the participants shall be required to ensure that the mobile number(s), e-mail address and/or
  other details provided by them to mydala via the Website or otherwise are true, accurate and in use.
  Any liability, consequence or claim arising on account of any incorrect or outdated information
  provided by the participants to mydala shall solely be borne by the affected/concerned participants.
- mydala shall at no time be required to verify the accuracy and/or correctness of the information so
  provided by the participants. Further, you are responsible for maintaining the confidentiality of your
  mobile phones, e-mail accounts and passwords.
- mydala may at its sole discretion choose to publish the name, photograph and / or contact particulars
  of the winner(s) on its Website and/or any other publicity media that mydala may at its sole
  discretion choose to employ without any further compensation to the winning participant. You waive
  your right to object to such publication and by participating in this deal you grant mydala the right to
  use your name,photograph and contact particulars for the above mentioned purpose.
- If the Prize is not claimed by the winning participant within 60 (Sixty) days from the date of notification by mydala (by email and sms on the registered email and mobile number of the winning participant), for any reason(s) whatsoever, mydala shall be entitled to forfeit the Prize. mydala's right to forfeit the Prize as stated herein shall include without limitation cases where the mobile number and/or email address supplied by the participant is incorrect, suspended, hacked or not in use.
- The winning participant is entitled to the Prize only, irrespective of whether he or she has bought multiple voucher or not (For example: if the winning participant buy 100 vouchers and one of them is the winning voucher, the winning participant is entitled to the Prize only and under no circumstances a refund of the remaining non-winning 99 vouchers).

- The remaining participants will be provided 100% mydala points equivalent to the value of the voucher bought (For example: if you buy a mydala contest deal worth Rs. 10, then 100 mydala points will be credited into your mydala account) which can be redeemed until the next quarter of the year. Any mypoints given to you in a particular quarter (the points award date is the determination date), will expire at the end of next quarter. For eg: if you have been given points in the 3rd quarter of the year (i.e.: Oct Dec) related to a contest participation then those mypoints will be valid till the last date of the next quarter (i.e.: 31<sup>st</sup> March 2013). Failure to utilize mydala points within the prescribed period will result in expiry of the same. At no point of time will the mydala points be refunded as money.
- Promotion is subject to the laws of India and all disputes arising hereunder shall be subject to the jurisdiction of Courts of Delhi.
- mydala reserves the right to amend, modify, cancel, update or withdraw this promotion at any time without notice.
- By participating in this deal, all eligible participants agree to be bound by these Terms and Conditions, the Terms of Use, Privacy Policy and other relevant documentation that are available on mydala.com including any modifications, alterations or updates that we make.
- We recommend that you go through the same before entering into any transaction on mydala.com.
- mydala employees and associates and relatives of employees and associates are not eligible to participate.
- mydala reserves the right, in its sole discretion, to disqualify any participant that tampers or attempts to tamper with the deal or violates these Terms and Conditions or acts in a disruptive manner.
- As part of the process of the fulfillment of the promotion, the Winner must compulsorily send to mydala on request a letter duly signed and notarized by an authorized gazette officer in the standard format as in Annexure A.

## Annexure A

"[Insert Date]
Kinobeo Software Private Limited
Building 14 and 15
PVR Saket Complex
New Delhi – 110 017
To whomever it may concern:
I wish to express my delight on being announced as the winner of the Promotion offered by Mydala. Further, I would like to acknowledge and confirm that I am interested in collecting the Prize as soon as your company makes the necessary arrangements for the delivery of the same. I hereby confirm that being the winner of the Promotion I would like to collect the Prize in accordance with and I confirm that I have complied with the Terms and Conditions stated on the Website, the Terms of Use, Privacy Policy and other relevant documentation that are available on the Website including any modifications, alterations or updates that the Company makes from time to time and collection of the Prize by me shall comprise the full and final settlement between me and the Company with respect to the Promotion. I agree and understand that any violation of the same shall entitle the Company to forfeit the Prize.
I would be glad to execute any further document that Mydala may require in relation to the delivery of the Prize and/or the said offer.
Regards,
[Signature]
[Insert Full Name and address]"
Attested